TAB 5

APPENDIX A – NH 271 EXHIBITS

EXHIBIT 39

PUBLIC VERSION

DATE STAMP & RETURN

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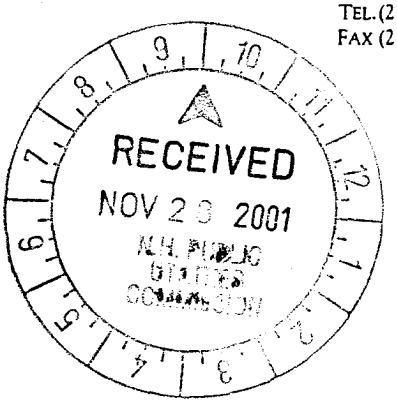
November 27, 2001



VIA OVERNIGHT DELIVERY AND E-MAIL

Thomas B. Getz
Executive Director and Secretary
New Hampshire Public Utilities Commission
8 Old Suncook Road
Concord, NH 03301

Re: Docket No. DT 01-151, Review of Verizon New Hampshire's 271 Application

Dear Mr. Getz:

Enclosed for filing in the above-referenced proceeding are an original and eight (8) copies of the public version of Reply Declaration of Freedom Ring Communications, L.L.C. d/b/a BayRing Communications ("BayRing"). In addition, a diskette that contains an electronic copy of this filing in Microsoft Word is enclosed. Pursuant to the Protective Agreement dated September 12, 2001, we are also enclosing, in a separate sealed envelope, a proprietary version of this Reply Declaration. We request that it be kept under seal and not released to the public. A copy of the proprietary Reply Declaration is also being sent to Verizon-New Hampshire and Paul Hartman.

Please date-stamp the enclosed extra copy of this filing and return it in the attached self-addressed, postage prepaid envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact Philip Macres at (202) 424-7770.

Respectfully submitted,

Eric J. Branfman /mo

Eric J. Branfman
Philip J. Macres

Counsel for Freedom Ring Communications, L.L.C.

Enclosures

cc: DT 01-151 Service List
Ben Thayer, BayRing

PUBLIC VERSION

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STATE OF NEW HAMPSHIRE
BEFORE THE
PUBLIC UTILITIES COMMISSION

Verizon-NH 271 Application	)	Docket No. DT 01-151

REPLY DECLARATION OF BAYRING COMMUNICATIONS

Pursuant to the revised procedural schedule as issued by the Hearing Officer Paul Hartman in the above-referenced proceeding, Freedom Ring Communications, L.L.C. d/b/a BayRing Communications ("BayRing"), by its attorneys, hereby submits its Reply Declaration to Verizon New Hampshire's ("Verizon") 271 Supplemental Checklist Declaration ("Verizon's Supplemental Declaration"), as filed on November 14, 2001, and its compliance with the market opening measures embodied in the fourteen point Competitive Checklist of Section 271 of the Communications Act ("Act").[1]

I. THE DECLARANT

1. My name is Benjamin P. Thayer. My business address is 359 Corporate Drive, Portsmouth, New Hampshire 03801. I have been employed by BayRing since 1996 and currently am Chief Operating Officer. In this capacity, my responsibilities include complete oversight of all operations at BayRing.

II. COMPETITIVE CHECKLIST ITEM 1 (INTERCONNECTION): Verizon's Collocation Terms Are Unreasonable.

2. Verizon, in its Supplemental Declaration, argues that it satisfies checklist item 1 even though its past and present collocation practices demonstrate that it does not. Incredibly,

[1] 47 U.S.C. § 271(c)(2)(B)(i-xiv) ("Competitive Checklist").

Verizon has unjustly and unreasonably billed BayRing over **[BEGIN CONFIDENTIAL] [END CONFIDENTIAL]** for collocation power it did not use. Verizon stands firm in the notion that charging CLECs roughly $6,000 per month for power for a single small collocation space is somehow reasonable -- which it is not. Moreover, the $19.65 per amp rate that Verizon charged CLECs is over *five times* higher than the $3.18 rate that the Commission recently deemed as being just and reasonable.[2] It is indisputable that Verizon has robbed CLECs blind with these incredibly inflated rates and billing practices.

3. Unbelievably, Verizon attempts to justify its unconscionable billing practices in its supplemental declaration but fails to disprove the fundamental and overarching fact that its application of DC power charges was unjust, unreasonable, and inconsistent with the terms of its SGAT and tariffs and that it charged BayRing for far more power than BayRing requested. In addition, Verizon's penalty provisions in its NHPUC Tariff No. 84 are punitive and unreasonable. Significantly, contrary to Verizon's claims, BayRing is well within its rights to dispute backbilled collocation charges. For these reasons, Verizon falls dramatically short of the checklist item 1 requisites.

A. Verizon's Application of Its DC Power Charges Was Unjust, Unreasonable and Inconsistent With the Terms of Its SGAT and Tariff.

4. BayRing takes issue with Verizon's contention that its application of power charges is consistent with the terms of its SGAT and Tariff NHPUC No. 80 ("Tariff 80").[3] This is simply not true. Verizon's practices have either been contrary to the plain provisions of its tariffs or have demonstrated flagrant misinterpretations of those provisions in Verizon's favor.

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[2] DE 97-171, Order 23,847 (Addressing Motions for Reconsideration) at 37 (Nov. 21, 2001).
[3] Verizon's Supplemental Declaration paras. 47, 59.

5. For example, Verizon asserts that its manner of charging for DC power "was clearly stated in . . . the NHPUC No. 80 Tariff."[4] Actually, this tariff was anything *but* clear, which the Commission could have ascertained if Verizon had told the whole story. Verizon has drawn attention to Section E.2.5.3.C of Tariff 80, which provided that power was assessed "per fused amp provided, and will be based on the total power provisioned to the multiplexing node."[5] Verizon has, however, overlooked other, more succinct, provisions related to DC power. For instance, Section E.2.2.1.B provided that

> In addition to the floor space and transmitter/receiver space, the Telephone Company will provide –48V DC power. battery and generator backup power, AC convenience outlet, heat, air conditioning and other environmental support to the CLEC telecommunications equipment in the same manner that it provides such support items to its own transmission equipment within the central office. Standard –48V DC power shall be provided *per amp per feed.* (emphasis supplied).[6]

Moreover, the designated rate for DC power was also applied "*per amp, per feed.*"[7] ("Amp" is short for "ampere," which is the unit of measure of electric current or the flow of electrons.[8]) Since Verizon's collocation application establishes that a single "feed" is comprised of both an A and B feed pair,[9] the plain language of the tariff indicates that Verizon was obligated to charge for power based on the actual, not potential, number of amps provided to the collocation space.

6. Verizon appears to rely on its use of the term "fused amp" to justify its practice of charging for power based on the cumulative total of all of the fuses in the circuits feeding the collocation space. However, nowhere in its SGAT or tariffs does it define the term "fused amp" or explain how a "fused amp" is distinguished from an ordinary amp as drawn by a piece of

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[4] Verizon's Supplemental Declaration para. 50.
[5] *Id.*
[6] Tariff 80 § E.2.2.1.B. (contained in Exhibit 1).
[7] Tariff 80 § M.5.2.3. (contained in Exhibit 1).
[8] Newton's Telecom Dictionary 48 (1998).

electrical equipment. Considering that Verizon mixed the terms "amp" and "fused amp" in its tariff, it was unreasonable for Verizon to expect that collocators would understand that they would not be charged only for the amount of power as ordered, but instead would be unjustly overcharged based on the size of the fuses in the feed pair. In fact, it was more reasonable to assume that the term "fused amp" was meant to clarify that a feed could not be considered capable of delivering the requested amperage until it had been fused, since an amp is a measurement of flowing (not potential) current, and Verizon's tariff provided that DC power would be supplied on a "per amp" basis. As explained in the BayRing's Responses to Verizon's Data Requests, it is uncommon for an ILEC to charge for the fused amperage of a DC power circuit.[10]

7. Even if Verizon had clearly defined what a "fused amp" was, it would have been unreasonable to charge on that basis because it has never established that its incremental cost studies are based on fused amperage rather than load amperage. It is also doubtful that they could be based solely upon fused amperage, since part of the cost of DC power is AC power purchased from the electric company, and AC power costs are based upon load amperage. (The electric company doesn't know and cannot measure what size fuse is installed; all it charges for is power that is actually drawn.) Therefore, it was unreasonable for Verizon to charge based upon the size of the fuses in the feeds, rather than the amount of amperage drawn.

8. Moreover, in direct violation of the tariff provisions of Section 2.5.3.C, Verizon charged for *more* power than it actually provisioned. The "total power provisioned" by Verizon is power that is actually delivered to and received by the collocator. Therefore, in accordance with this tariff language, Verizon was only authorized to charge for DC power consumed, not fused.

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[9] *See* Declaration of BayRing Communications in Docket DT 01-151 para. 4 (Oct. 1, 2001)("BayRing Declaration").

Overall, Verizon has overcharged BayRing in excess of **[BEGIN CONFIDENTIAL] [END CONFIDENTIAL]** that Verizon has refused to credit, despite protracted negotiations.

B. Verizon Has Failed to Rebut Arguments that it Charged for Power on Redundant Feeds

9. Verizon argues at great length that collocators do indeed draw power from both the A and B feeds,[11] but never succeeds in establishing that this results in their drawing more power than requested. In reporting the results of its various studies, at no time does Verizon so much as imply that collocators are drawing more power than requested. Instead, the total power required by the equipment is merely being distributed across the feed pair. While either side of the feed pair is designed to carry the total load, and thus provide the redundancy that the arrangement is intended to ensure, this design does not in any way increase the amount of power that the collocated equipment draws. Therefore, it was unreasonable for Verizon to charge as if each feed were independently drawing the full amperage required by the equipment.

10. Moreover, it is disingenuous for Verizon to suggest that it was somehow improper to distribute the power across the feed pair, since this is precisely the arrangement that Verizon now provides in its NHPUC No. 84 Tariff ("Tariff 84"). In section E.2.2.1.B.1, Verizon provides that

> if a CLEC orders a total of 40 load amps of DC power and an A and B feed, the CLEC could order 20 load amps on the A feed, and 20 load amps on the B feed. The Telephone Company will permit the CLEC to order a fuse size at up to 2.5 times the load amps ordered. Thus, the CLEC could order that each feed be fused at 50 amps if the CLEC wants one feed to carry the entire load in the event the other feed fails. Accordingly, the CLEC will be charged on the basis of the total number of load amps ordered, i.e., 40 amps, and not based on the total number of amps available for the fuse size ordered. [12]

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[10] BayRing Communications Responses to Verizon Data Requests VZ-BR 1-6 in this proceeding (contained in Exhibit 2).
[11] Verizon's Supplemental Declaration paras. 53 – 57.
[12] *See* Exhibit 3.

perspective, this means that Verizon may unilaterally impose a penalty of 900%, even though the collocator may only have drawn as little as 11 percent more than the requested load -- and could never have drawn more than 150% in excess of the requested load! Moreover, in paragraph 57 of its Supplemental Declaration, Verizon explains that it fuses circuits at from 25-50% in excess of the capacity ordered because of anticipated "power surges." If Verizon happens to measure a CLEC's usage during such a "power surge," it then seeks the right to impose a 900% penalty upon a CLEC that has done nothing wrong.

14. Clearly, this provision is not intended merely to compensate Verizon for the excess load amps drawn. Instead, it is a punitive measure, intended to punish and harass competitors whose equipment may have unexpectedly experienced a momentary power surge that is 11% higher than expected on such equipment. Such tactics are unjust and unreasonable.

15. These penalties cannot be substantiated by any cost study that was performed or order that issued in the Commission's investigation into Verizon's rates. Additionally, this provision violates Section 374:2 of the New Hampshire Public Utilities Law, which provides that "[a]ll charges made or demanded by any public utility for any service rendered by it or to be rendered in connection therewith, shall be just and reasonable and not more than is allowed by law or by order of the public utilities commission. Every charge that is unjust or unreasonable, or in excess of that allowed by law or by order of the commission, is prohibited." [15]

16. Under its tariff, Verizon retains for itself the absolute right to inspect CLECs and determine violations based upon power usage measured by Verizon at a single "snapshot" in time, with equipment that may or may not be providing accurate readings, without any independent supervision from or concurrence by the affected parties or an independent, disinterested third party. Such unchecked power held by a competitor, which already has

overwhelming market power, is absolutely unacceptable. Put simply, Verizon is entitled to no such authority. It is important to remember here that Verizon's tariff changes are the result of proceedings in several states as to whether Verizon has consistently and deliberately abused its rights under its tariff to exact unlawful and exorbitant charges from its competitors. Now Verizon claims the right to initiate its own audits, using its own employees, without supervision, oversight, or review either by its customer or a third party, and to impose severe punitive damages on its customer/competitors solely on its own, unattested conclusions. Put bluntly, Verizon's competitors have every reason to distrust Verizon's competence and its good will in performing such proposed audits.

17. Under Section 2.3.5.E.3.a of its Tariff 84, Verizon will impose a "miscellaneous collocation power service charge" for an inspection, if the inspection, in Verizon's opinion, discloses a violation. Under the referenced charge, Verizon has given itself the right to charge on an ICB basis. Giving Verizon the right to charge on an ICB basis for unrequested inspections after the fact provides enormous power to Verizon. Verizon is in the position to determine whether a charge applies in the first place, because it decides whether there has been a violation. If Verizon decides that a charge applies, it can then decide how much. The CLEC does not, of course, have an opportunity to decline the inspection "service" if it believes the charges are too high, because the inspection has already occurred – an inspection initiated by Verizon for Verizon's benefit.

D. BayRing is Well Within its Rights to Dispute Backbilled Collocation Charges.

18. Verizon is incorrect in asserting that BayRing is prohibited from disputing backbilled collocation charges,[16] because Verizon is referencing the *wrong* interconnection agreement.

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[16] Verizon's Supplemental Declaration paras. 61-62.

Virtually all of the charges for which BayRing was backbilled were incurred under its original interconnection agreement with Verizon (f/k/a New England Telephone and Telegraph Company), dated August 15, 1996 and its successor agreement, dated August 9, 1999. Unlike the current agreement between the parties on which Verizon is relying),[17] neither of these agreements contained a prohibition against disputing backbilled collocation charges. Section A.4.1.1.A. of NHPUC No. 80 Tariff provided that "[t]he Telephone Company shall bill *on a current basis* all charges incurred by and credits due to the CLEC under this tariff attributable to services established or discontinued or provided during the preceding billing period."(emphasis supplied). The same section of the current NHPUC No. 84 Tariff is identical. Consequently, Verizon has been obligated pursuant to its filed tariffs not to subject its collocation customers to backbilled charges.

[17] Agreement effective August 17, 2000.

III. COMPETITIVE CHECKLIST ITEMS 2 (NON-DISCRIMINATION), 4 (LOCAL LOOPS), 5 (LOCAL TRANSPORT), 11 (LOCAL NUMBER PORTABILITY), OSS (CLEC SUPPORT SYSTEMS): Verizon's UNE Provisioning is Deficient.

A. Verizon's Provisioning of UNEs and Ability to Port Numbers Through its OSS is Inadequate.

19. As set forth in BayRing's declaration, Verizon has failed to demonstrate its compliance with Checklist items 4 and 11, among other things, because the quality of service that Verizon provides BayRing is woefully inadequate. This is so because: (A) Verizon consistently ignores crucial order dates that have been entered and confirmed in Verizon systems causing increased cost to BayRing as well as substantial operational problems from New Hampshire consumers that have opted to use a Verizon competitor; (B) the processes Verizon uses to provision services are generally inefficient and do not allow for a smooth and timely coordination of efforts with BayRing; (C) many of Verizon's personnel that are assigned to provision BayRing's orders either lack of experience or preparation, or even worse, are uncaring and unresponsive; (D) Verizon service representatives are not knowledgeable of Verizon's escalation procedures for BayRing, or any CLEC, to utilize to expeditiously *resolve service disruptions to emergency facilities.* As a result. BayRing's relationship with Verizon is extremely difficult and costly because BayRing's efforts to compete are constantly frustrated and thwarted by these problems. BayRing supported these assertions with four recent examples of Verizon's deficient provisioning performance that occurred just days before BayRing's October 1, 2001 declaration was due.

20. Verizon, in paragraph 41 of its Supplemental Declaration, wrongly attempts to dismiss the gravity of its provisioning shortcomings and improperly characterize the examples that BayRing provides as "isolated." Indeed, BayRing provided *additional examples* in its response

to Verizon's Information Requests that further support these assertions, thus undermining Verizon's contention that the examples set forth in BayRing's declaration were "isolated."[18] It bears emphasis that the examples set forth in BayRing's declaration, far from being "isolated," *typify* the normal provisioning problems BayRing experiences with Verizon on an ongoing basis. Far from being isolated, these recent examples are indicative of the type of problems BayRing has experienced since its earliest days of operating as a CLEC in New Hampshire.[19]

21. Throughout its Supplemental Declaration, Verizon tries to dispel provisioning concerns raised in BayRing's examples by suggesting that its escalation process is an appropriate fail-safe that CLECs can rely upon as a means to get Verizon's ongoing and pervasive provisioning problems resolved. Although reliance on an escalation process may foster problem resolution in some instances, the fact that such a process is in place does not mean, *ipso facto*, that Verizon satisfies the requisites of these checklist items. Indeed, CLECs should not be routinely required to employ an escalation process to get Verizon to provision its services properly.[20] In short, Verizon's dilatory provisioning performance demonstrates that it is far from satisfying these checklist list item requirements.[21] Notably, BayRing's experience with Verizon is consistent

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[18] *See* BayRing Communications Responses to Verizon Data Requests VZ-BR 1-12, 1-13, 1-17, and 1-21 in this proceeding (contained in Exhibit 2).

[19] In addition, Verizon, in its response, makes clear that its ability to port numbers is entirely deficient. Verizon Supplemental Declaration paras. 90 & 96. Verizon acknowledges its mistakes which include failing to port the numbers in accordance with BayRing's service order or failing to fully complete the porting process. *Id.*

[20] Although Verizon recognizes that BayRing has experienced some operational issues and has graciously offered to have a operational review meeting on the eve of the Commission's consideration of whether Verizon satisfies the 271 checklist items, this Commission must base its decision on the factual record of this proceeding and recognize that such operational meeting may not be successful in improving service delivery and forging a positive working relationship in the short term. *See* Verizon's Supplemental Declaration at n.18.

[21] In addition, Verizon attempts to belittle BayRing's characterizations of Verizon's substandard provisioning performance by stating that my characterizations concerning the behavior, intent, or performance of Verizon personnel to be unprofessional and not worthy of comment. Verizon's Supplemental Declaration at n.14. First of all, these characterizations were never intended to malign any specific individuals. The assertions were only made to give the Commission a full, accurate, and raw perspective of BayRing's experiences with Verizon during each of the examples provided and typify how Verizon treats BayRing, which, ironically, BayRing finds to be entirely unprofessional at times. Significantly, Verizon's dismissal of my general comments and my characterizations of the ongoing the relationship between Verizon and BayRing on the basis that they are "unprofessional" is an attempt to avoid addressing the tremendous shortcomings in Verizon's provisioning performance.

with the 60% of CLECs in Massachusetts that rated Verizon's service as having "lots of problems that do not get resolved quickly or easily" and the 28% that find that Verizon service is "terrible - continuous problems and they cost our company money and time."[22]

22. Although the above is a general reply to Verizon's Supplemental Declaration to each of the four examples provided in my Declaration, I am compelled to reply to each one specifically in turn.

23. Example 1. Verizon contends that BayRing wrongly asserts that "Verizon remained unwilling to act once BayRing brought this issue to [Verizon's] attention"[23] after Verizon rejected BayRing's request for high capacity services from Verizon's Portsmouth, New Hampshire central office to a customer located in Kittery, Maine. Verizon further states that, "Once this issue was brought to Verizon NH's attention, it actively sought to determine its legal/regulatory obligations and responsibilities while at the same time it sought to identify the system changes that would need to be made to Verizon's OSS."[24] This assertion is absolutely false because when BayRing first made the request, Verizon flatly rejected it and would not give the request any more thought. Furthermore, Verizon's characterization that Verizon actively sought to address the issues associated with the request is a gross mischaracterization of Verizon's actions subsequent to BayRing's request. Significantly, it took roughly 10 weeks before Verizon "actively" addressed the issue and Verizon only did so as a result of numerous phone calls BayRing placed to Kate Bailey, a senior staff member with the New Hampshire Public Utility Commission, and Trina Bragdon, a staff attorney with the Public Utility Commission of Maine ("Maine PUC"), regarding Verizon's inappropriate rejection and BayRing

[22] Robert Emro, *Verizon Unfair, Say Internet Service Providers*, Foster Sunday Citizen, Nov. 11, 2001. (Exhibit 6).
[23] Verizon's Supplemental Declaration para. 85.
[24] *Id.*

filing a complaint with the Maine PUC.[25] Tellingly, Verizon ignores the condition precedent to its active involvement which was that BayRing had to drain significant resources in contacting two state commissions and filing a complaint with one of them before Verizon would reconsider its original rejection and give it the attention it deserved. As long as CLECs have to lose this much time and spend this much money in order to compete with Verizon for a single customer, there will be little competition with Verizon for local service.

24. Verizon further contends that its delay in provisioning the circuit was caused by OSS modifications that were required to provision, maintain, and bill the high capacity service BayRing requested.[26] Such modifications should not, however, have delayed the provisioning of the circuit because Verizon could have manually provisioned the circuit while concurrently making the necessary OSS modifications. Verizon's crafty claim that OSS modifications caused the delay is absolutely transparent because Verizon should have offered a work-around solution until its OSS systems were modified, rather than making BayRing wait more than 3 months and requiring BayRing to escalate the issue significantly.

25. Verizon's final claim that BayRing's complaint is misplaced and irrelevant to this Commission's review of VZ-NH's checklist compliance is unfounded.[27] Verizon made this relevant when it stated that it requires a CLEC to purchase network elements out of the special access service tariff if it responds to a CLEC request that no UNE facilities are available.[28] Because it is clear that Verizon's provisioning of special access services plays an extremely important role in CLEC business plans, the Commission should not permit Verizon's special

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[25] See Letter from Philip Macres, Swidler Berlin Shereff Friedman. LLP to Thomas B. Getz, Executive Director and Secretary, New Hampshire Public Utilities Commission (Oct. 11. 2001)(Exhibit 4).
[26] Verizon's Supplemental Declaration para. 86.
[27] *Id.* para. 88.
[28] *Id.* para. 75.

access provisioning performance to escape regulatory consideration by the Commission during this 271 proceeding.

26. Verizon's claim that the Commission view of Verizon's provisioning should disregard Verizon special access provisioning is tenuous because, as stated above, Verizon requires CLECs to purchase special access circuits if high capacity UNE loops are unavailable, which CLECs are increasingly experiencing, and touts that this an alternative on which CLECs can rely.[29] If this remedy is to be relied upon, it must offer adequate provisioning. As a result, Verizon's special access services are part-and-parcel with its pure wholesale offering on which CLEC business plans rely. Indeed, the Commission should take note that Verizon's refusal to address its shoddy special access provisioning performance demonstrates Verizon's intent to circumvent Commission consideration of Verizon's overall provisioning performance to CLECs by not including this very critical area. The Commission should not countenance Verizon's dubious objection in this regard and should consider Verizon's overall provisioning conduct in the context of this 271 proceeding, which seeks to answer the ultimate question of whether CLECs have meaningful opportunity to compete given Verizon's CLEC provisioning. Indeed, at this time, the answer to this question is unequivocally "*No.*"

27. Moreover, Verizon should not be permitted to thwart CLEC competition by using this jurisdictional argument as a means to circumvent it checklist obligations. If the Commission permits Verizon to continue this inappropriate conduct, it makes Verizon's adherence to the checklist items entirely illusory. Verizon should not have free reign to frustrate CLEC competition every time CLECs order special services.

28. Example 2. Importantly, Verizon appropriately recognizes that its ability to port numbers is inadequate and unreliable as demonstrated by Verizon's admitted failure to remove the

translations from its switch and that this failure resulted in the loss of incoming service to Exeter Hospital's main line.[30] Verizon refuses, however, to accept full responsibility for the resulting 15 hour service outage.[31] Verizon claims that BayRing is partially at fault for the prolonged duration of the outage because BayRing did not avail itself of Verizon's escalation process.[32] The argument is fallacious. First, it should not be incumbent upon BayRing ensure that Verizon's provisioning process and procedures work. More importantly, however, in trying to fix the outage, numerous BayRing employees were on the phone with Verizon and attempted to escalate the issues within the call-in center but were unable to do so. Moreover, Verizon's CLEC service representatives were informed of the seriousness of the outage and never tried to resolve the problem through the escalation process. Through their conduct during the outage, it was apparent that Verizon's representatives were unaware of the escalation process even existed, let alone could be used. Tellingly, BayRing requested that the problem be escalated and Verizon refused to do so. That is why I had to call Verizon NH's Director of Regulatory Affairs at 12:30 a.m. to get the problem escalated.

29. Verizon further claims in paragraph 92 that the entire situation was further complicated by the fact that more than one CLEC was involved. This excuse means nothing because the situation would not have been complicated had Verizon initially recognized the seriousness of the outage and had the appropriate Verizon personnel giving it the appropriate attention and concern it deserved. Moreover, checklist compliance requires that Verizon be able to avoid major outages such as this one, whether BayRing wins a customer from Verizon or from another CLEC.

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[29] *See, e.g.,* Verizon Response to Data Request CON 1-12 in this proceeding (contained in Exhibit 8).
[30] Verizon's Supplemental Declaration para. 90.
[31] *Id.*
[32] *Id.*

30. Finally, Verizon states in paragraph 93 that BayRing's statement that "Verizon NH should have people and processes in place to handle emergencies when they arise, ...but [Verizon] consistently refuses to put in place adequate procedures to remedy its many errors" is incorrect because Verizon already had an established escalation process to address such problems when they arise. In making this statement, Verizon fails to recognize that if its employees are unaware that an escalation process exists or do not know when to use it, then the process is of no value. Indeed, if Verizon does not educate its employees about this process, how can CLEC representatives utilize such a process or recommend it? Obviously, if Verizon had educated and trained its representatives properly, which Verizon seemingly failed to do, then its representatives would have recommended that the procedure be used to cure the service outage. As stated previously, BayRing initially tried to escalate the problem while on the phone with service representatives, but that effort was to no avail because they apparently did not know that such a process existed. As a result, the full responsibility for the protracted 15 hour outage rests solely on Verizon.

31. Example 3. With respect to the situation in which BayRing had to submit multiple trouble tickets on a UNE T-1 circuit that Verizon provisioned for BayRing in Exeter, New Hampshire, Verizon appropriately accepts responsibility for refusing to meet with BayRing initially.[33] Verizon, however, qualifies its admission and states that whether or not Verizon's technician followed the correct procedures, BayRing failed to escalate the problem to the proper Verizon management and is partly to blame for the prolonged outage. Once again, Verizon's assertion misses the point because BayRing has provided these examples to demonstrate the constant frustrations BayRing encounters during its normal operations with Verizon and that these frustrations do not give BayRing a meaningful opportunity to compete. Verizon's fail-safe

response that the escalation process can take care of the problem is unacceptable because such related problems routinely occur and Verizon's provisioning process should not require constant use of the escalation process.

32. Example 4. With respect to another instance where BayRing experienced significant problems during a number porting process, Verizon appropriately concedes that it failed to port the numbers and that it did so prematurely.[34] Unbelievably, Verizon claims that BayRing contributed to the mistake because BayRing changed the due date of the service order. BayRing, however, made this due date change 16 days in advance of the new due date, and Verizon confirmed the new due date the same day. Verizon therefore had ample time to reschedule the number porting process. Moreover, it is customary in the industry that due dates change and that Verizon technicians provisioning such work orders must make certain that the due dates have not changed before executing a work order. This is a fairly simple approach in coordinating and properly timing work orders.

33. In addition, Verizon blames BayRing for not contacting 877-HOT-CUTS or following escalation procedures to expedite the restoration and prevent subsequent problems from occurring. Again, Verizon tries to escape responsibility for its substandard performance by implying that its escalation provision properly addresses its provisioning weaknesses. As stated previously, Verizon's provisioning needs to improve significantly. Verizon should be able to executed orders in conformance with the established due dates, even if they have changed and should not require that the escalation procedures be employed as regularly as is currently required.

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[33] Verizon's Supplemental Declaration para. 94.
[34] *Id.* para. 96.

B. Verizon Does Not Provide Adequate Access to Dark Fiber.

34. Verizon's supplemental declaration fails to demonstrate that Verizon provides satisfactory access to network elements with respect to unbundled dark fiber loops, subloops and transport. Verizon is conspicuously silent in its reply declaration about its: (1) overall rejection of 90 out of 107 CLEC inquiries for dark fiber between January 2000 and July 2001; (2) ongoing failure to comply with Commission Order No. 22,942[35] by not providing CLECs with the required information when it rejects CLEC dark requests; and (3) reservation policy, which based on its significantly high dark fiber rejection rate, indicates that Verizon hoards dark fiber by exploiting the fact that CLECs do not have the resources to employ the fast-track arbitration process. As a result, Verizon does not satisfy the checklist items 2, 4, and 5.

35. *First*, Verizon, in its Supplemental Declaration, blatantly ignores the critical fact that it permits CLECs to access dark fiber only 16% of the time. Indeed, Verizon's rejection of 84% of CLEC requests for dark fiber raises the strong presumption that Verizon is not giving CLECs just, reasonable, and nondiscriminatory access to dark fiber in accordance with 251(c) as required by sections 271(c)(2)(B)(ii)(iv) & (iv). Importantly, Verizon has the ultimate burden of proof to demonstrate, *based upon a preponderance of evidence*, that its 271 application is sufficient.[36] Verizon has, however, *failed* to provide any countervailing evidence that it meets the checklist items, let alone any evidence suggesting that this unbelievable rejection rate is at all justified. As a result, Verizon cannot be deemed compliant with these checklist items.

36. *Second*, Verizon does not comply with these 271 checklist items because Verizon is far from compliant with this Commission's directives in Order No. 22,942 regarding the level of

[35] Arbitration Regarding Request for Recognition of Dark Fiber as an Unbundled Network Element, DE 97-229, Order 22,942 (May 19, 1998)(http://www.puc.state.nh.us/orders/1998ords/22942t.html).

detail it must provide CLECs during its typical rejection of CLEC dark fiber requests. Significantly, in two out of three of Verizon's rejections to BayRing's dark fiber requests, Verizon *did not provide any information* as required by the Commission's order,[37] while in the third instance, it provided this information only after repeated demands by BayRing that it comply with Order No. 22,942. Moreover, it is BayRing's understanding that Verizon has *never* provided any information regarding a dark fiber denial to CTC. Commission Order No 22,942 is very specific and requires that each and every time Verizon denies a CLEC access to dark fiber, Verizon must provide the CLEC with specific information which Verizon constantly fails to do. In particular, the Commission unequivocally stated that,

> Bell Atlantic shall include in its written reply the reason the request cannot be granted. The reason must be specific and include the following: total number of fiber sheath and strands between points on the requested routes, number of strands currently in use and the transmission speed on each strand (e.g. OC-3, OC-48), the number of strands in use by other carriers, the number of strands reserved for Bell Atlantic's use, the number of strands lit in each of the three preceding years, the estimated completion date of any construction jobs planned for the next two years or currently underway, and an offer of any alternate route with available dark fiber. In addition, for fibers currently in use, Bell Atlantic shall specify if the fiber is being used to provide non-revenue producing services such as emergency service restoration, maintenance and/or repair.

Tellingly, the information that Verizon is obligated to provide to CLECs should allow CLECs to discern whether dark fiber is truly unavailable and give CLECs an opportunity to determine where it is available. Verizon's disregard of this order and failure to provide CLECs with the information required by the Order further shows that Verizon wants to keep CLECs in the dark and does not want to give CLECs opportunity or chance to access its dark fiber. Clearly,

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[36] Application of Bellsouth Corporation, et al. Pursuant to Section 271 of the Communications Act of 1934, as Amended, to Provide In-Region, Interlata Services in South Carolina, CC Docket No. 97-208, *Memorandum Opinion and Order*, FCC 97-418, 13 FCC Rcd 539 para. 37 (1997)("BellSouth Order").

[37] *See* BayRing Response to Verizon Data Request VZ-BR 1-23 in this proceeding (contained in Exhibit 2).

Verizon fails to satisfy these 271 checklist requirements because its inappropriate conduct is at odds with them.

37. Verizon, however, claims in its Supplemental Declaration that Verizon provides the necessary information and refers to BayRing's Exhibit 2.[38] This claim is disingenuous because, even if one ignores the fact that Verizon failed to provide the required information to BayRing in two of the three instances in which it was required to do so, the information Verizon provided to BayRing in this one instance is not clearly and fully compliant with Order No. 22,942. Indeed, in providing this information on this one of the three occasions on which Verizon rejected BayRing's dark fiber inquiries, Verizon did so in a cryptic fashion that disguises any information that may reveal the availability of dark fiber. The bottom line is that there is nothing unequivocally clear about the information Verizon provided and if it at all complies with this Order. In addition, although Verizon may be able to decipher the information it provided to BayRing easily, Verizon does not explain how BayRing can readily understand and decipher it. Furthermore, of the information that can possibly be interpreted, Verizon has not even attempted to address the issue raised in my declaration regarding why a significant amount of dark fiber is being reserved for a certain customer on the route between Dover and Barrington and the route between Barrington and Rochester.[39] Moreover, Verizon's rejection does not indicate if the fiber will actually be used in the *near future*, if at all.

38. *Third*, Verizon's unbelievable 84% rejection rate raises the obvious presumption that Verizon is trying to prevent CLECs from accessing its dark fiber by exploiting its reservation policy to hoard dark fiber because it recognizes that CLECs cannot afford to utilize the fast track arbitration process if nearly every dark fiber request is rejected. Verizon claims that BayRing

[38] Verizon's Supplemental Declaration paras. 102-103.
[39] BayRing's Declaration para. 52.

offers no evidence that Verizon is stockpiling its dark fiber;[40] however, Verizon refuses to recognize that the burden rests on Verizon to prove that this is not the case. Moreover, Verizon has proposed that its forward looking utilization factor for dark fiber is 50%.[41] Therefore, if Verizon submits in its cost study that 50% of its dark fiber, at a minimum, is not being utilized, then why does Verizon so rarely have any dark fiber available for CLECs? As previously noted, the FCC has been specific about a BOC's burden of proof when its 271 application is being considered and has stated that, "opponents of the BOC's entry must, as a practical matter, produce evidence and arguments necessary to show that the application does not satisfy the requirements of section 271 .... Nevertheless, the BOC applicant retains at all times the ultimate burden of proof that its application is sufficient."[42] Verizon has simply ignored BayRing's assertions and did not present one shred of evidence that rebuts this presumption.

39. When the Commission established the fast track arbitration process to resolve dark fiber disputes, it undoubtedly did not anticipate that Verizon would undermine the usefulness of this process by claiming unavailability in 84% of the instances in which CLECs inquired about the availability of dark fiber. This mechanism is simply not sufficient to deal with the enormous number of rejections interposed by Verizon. Thus, the absence of a more immediate remedy has emboldened Verizon to hoard dark fiber by rejecting most requests. Finally, Verizon's assertion that fact-specific or carrier specific claims by CLECs, such as those made by BayRing, are more appropriately resolved through the process established by this Commission, or the negotiation and arbitration process set forth in Section 252 of the Act[43] is wrong because this Commission

[40] Verizon's Supplemental Declaration para. 104.
[41] See DT 01-206, Dark Fiber Workpapers, Workpaper 1.1, Part E.
[42] BellSouth Order para. 37.
[43] Verizon's Supplemental Declaration para. 105.

stated in Order 22,942 that "we reserve the right in the future to establish more specific criteria for reservation of Dark Fiber in light of experience gained during the arbitration process."

40. Since Verizon's dark fiber policy is a significant issue in this proceeding, BayRing respectfully asks that the Commission institute a reservation policy that is more akin to the reservation policy that the Massachusetts DTE approved and use the fast track arbitration process as a backup for reservation disputes rather than keeping the status quo which does not limit the amount of dark fiber that Verizon can reserve.[44]

41. Importantly, Verizon, in its Supplemental Declaration, *admits* that "Verizon NH uses (i.e., assigns) fiber optic strands for new fiber optic systems to serve near term aggregate customer growth and for network survivability projects."[45] This admission further demonstrates that Verizon is hoarding dark fiber because Verizon reserves dark fiber for aggregate customer growth rather than based on specific customer request. Indeed, if a new industrial park was going up, a logical interpretation of Verizon's statement is that Verizon will reserve all the dark fiber going to the park for future customer demand from the park even though it has not received a specific request from such a potential customer for dark fiber. Moreover, in characterizing its dark fiber reservation policy, Verizon's use of the undefined phrase "near term" could mean 10 years given Verizon's propensities. Based upon this reservation policy, Verizon will never allow CLECs to access such dark fiber. Notably, in Massachusetts, Verizon is not permitted to reserve fiber pairs for an unknown and unspecified future growth and is not permitted to reserve fiber pairs unless such fibers have been installed or allocated to serve a particular customer in the near

[44] *See* BayRing's Declaration para. 51 and BayRing Response to Verizon Data Request VZ-BR 1-25 in this proceeding (contained in Exhibit 2).
[45] Verizon's Supplemental Declaration para. 106.

IV. COMPETITIVE CHECKLIST ITEM 13 (RECIPROCAL COMPENSATION): Verizon Does Not Pay the Appropriate Reciprocal Compensation Rate for Voice Traffic.

44. In its initial Declaration, BayRing asserted that Verizon does not provide reciprocal compensation in accordance with the requirements of the Act.[48] In its Supplemental Checklist Declaration, Verizon asserts that it does.[49]

45. Verizon misses BayRing's fundamental point, and does not refute BayRing's allegation that Verizon is not in compliance with Section 251(b)(5) of the Act. While it is true that Verizon and BayRing have agreed that Verizon will pay BayRing $.00209 per MOU for Reciprocal Compensation Traffic and Compensable Internet Traffic delivered to BayRing's Interconnection Point, that rate reflects a blended rate for the transport and termination of Reciprocal Compensation Traffic and Compensable Internet Traffic. Verizon has frequently contended that the cost of terminating calls to ISPs is lower than the cost of terminating calls to non-ISPs.[50] Thus, in Verizon's view, a terminating rate for ISP-bound traffic should be lower than the terminating rate for non-ISP-bound traffic (also known as Section 251(b)(5) traffic, and formerly known as "local" traffic). The composite rate in the Interconnection Agreement is the parties' resolution of that position.

46. Of course, Verizon is wrong that it costs less to terminate calls to ISPs than to non-ISPs, since the same BayRing switch is used to serve both types of customers. BayRing agreed to the rate because, at the time, this Commission had not resolved the question of whether reciprocal compensation was owed for ISP-bound traffic, as more than 30 other state commissions had

[48] BayRing Declaration paras. 61 *et seq.*
[49] Verizon's Supplemental Declaration paras. 122-126.

done. BayRing accepted a compromise blended rate of $.00209 for the termination of all traffic (ISP-bound or not) that was lower than the Commission-approved reciprocal compensation rate in order to have additional certainty of compensation.

47. However, to the extent that Verizon seeks to implement the terms of the FCC's *Order on Remand*[51] regarding intercarrier compensation for ISP-bound traffic in order to *lower* the rate that Verizon pays BayRing for *ISP-bound* traffic, it must also raise the rate that Verizon pays BayRing for *non-ISP* traffic. *BayRing never agreed to accept $0.00209 per MOU for non-ISP. Section 251(b)(5) traffic alone.* For Verizon to be in compliance with the Act, the blended rate in the contract owed for ISP-bound and non-ISP-bound traffic must be disaggregated into separate ISP-bound traffic rates and section 251(b)(5) reciprocal compensation rates. To the extent that Verizon seeks to repudiate the agreement, and pay $0.00209 per MOU as reciprocal compensation for section 251(b)(5) traffic only, that constitutes a violation of Verizon's requirements under the Act. If Verizon wants to pay BayRing the federal intercarrier compensation rate for ISP-bound traffic, Verizon must pay BayRing the Commission-approved reciprocal compensation rates of $0.003414 (Day), $0.004690 (Eve.) and $0.00163 (Night) for Section 251(b)(5) traffic.

48. Further, contrary to Verizon's response in JC 1-120 that "amendment of the parties' agreement is not required in order to implement terms of the *Order on Remand*, which are self-effecting," Section 5.7.8 of the parties' agreement does, in fact, require an amendment to the agreement. It provides that when the FCC issues an order that specifies a rate or rate structure for reciprocal compensation, intercarrier compensation, or access charges that is to apply to

[50] *See* Comments of Verizon Communications, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Inter-Carrier Compensation for ISP-Bound Traffic, CC Docket Nos. 96-98, 99-68, at 25-27 (filed July 21, 2000)(Exhibit 7).

Internet traffic, Verizon may terminate the Intercarrier Compensation provisions of the Agreement on thirty days' notice. If Verizon exercises its termination right, "the Parties shall promptly amend this Agreement to reflect the terms of such order or statute, and any such amendment shall be retroactive to the effect date of the termination."[52] In order "to reflect the terms of such order," any amendment between Verizon and BayRing that allows Verizon to pay BayRing the federal rates applicable to ISP-bound traffic must also require Verizon to pay BayRing the Commission-approved rates applicable to section 251(b)(5) traffic.

49. Verizon cannot eat its cake and have it, too. Verizon cannot negotiate a lower reciprocal compensation rate on the premise that it is a blended rate for ISP-bound traffic and non-ISP-bound traffic, and then attempt to pay that rate only for non-ISP-bound, Section 251(b)(5) traffic while paying a still lower rate for ISP-bound traffic.

50. The Commission-approved reciprocal compensation rates for terminating Section 251(b)(5) traffic are the meet point rates set forth in Section 4.7.3.1 of Verizon's SGAT. As reflected in its response to data request JC 1-126, Verizon is not complying with the FCC's Order that it pay the rates for non-ISP-bound, section 251(b)(5) traffic (traffic below the 3:1 ratio) that were adopted by the state commission. Verizon is, and continues to be, in violation of section 251(b)(5) of the Act.

51. Verizon also fails to comply with Section 251(b)(5) of the Act and the *Order on Remand* by billing BayRing the contractual reciprocal compensation rate for any traffic originated by BayRing and terminated by Verizon. The *Order on Remand* requires Verizon to receive, for *all* traffic, the same rate that it pays for ISP-bound traffic. This mirroring rule "ensures that

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[51] Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-Bound Traffic, CC Docket Nos. 96-98, 99-68, *Order on Remand and Report and Order*, FCC 01-131 (Rel. Apr. 27, 2001) ("*Order on Remand*").

[52] *See* Exhibit 4.

incumbent LECs will pay the same rates for ISP-bound traffic that they receive for section 251(b)(5) traffic."[53] The *Order on Remand* revises Verizon's obligations under Section 251(b)(5) if Verizon adopts the federal compensation scheme for ISP-bound traffic. If Verizon elects to compensate BayRing under the terms of the *Order on Remand*, then BayRing is obligated to compensate Verizon, for all traffic, at only the federal rates Verizon pays for ISP-bound traffic.

52. Significantly, the *Order on Remand* does not impose the same "mirroring rule" on CLECs. The language quoted above is specifically limited to ILECs. CLECs have no duty to choose which compensation scheme will be adopted by the ILEC. Once the ILEC chooses to adopt the federal regime, however, the ILEC has no legal right to refuse to pay CLECs the commission-approved reciprocal compensation rate for all traffic, including non-ISP-bound traffic. The result is that the reciprocal compensation rates for Section 251(b)(5) traffic are asymmetrical between the ILEC and the CLEC: the ILEC receives only the federal rate established in the *Order on Remand*, but the CLEC receives the state-approved reciprocal compensation rate. By billing BayRing the contractual reciprocal compensation rate rather than the federal rate, Verizon is in violation of the *Order on Remand* and its obligations under Section 251(b)(5) as revised by the *Order on Remand*. Alternatively, if Verizon wishes to receive the state-approved reciprocal compensation rate for reciprocal compensation traffic, then it should choose not to adopt the terms of the *Order on Remand*. In that case, all rates between Verizon and BayRing, for ISP-bound traffic and Section 251(b)(5) traffic, for traffic terminated by Verizon as well as traffic terminated by BayRing, are the state-approved reciprocal compensation rates. Until then, however, the terms of the *Order on Remand* provide for asymmetrical rates for Section 251(b)(5) traffic.

[53] *Order on Remand* para. 89.

53. The Commission should also be aware of a recent incident regarding Verizon's payment of reciprocal compensation to BayRing. BayRing recently billed Verizon for reciprocal compensation for traffic terminated by BayRing for the month of September. BayRing had billed Verizon consistent with its understanding of the *Order on Remand* as described above. Verizon sent a check to BayRing for **[BEGIN CONFIDENTIAL] [END CONFIDENTIAL]**. This amount was less than the amount that BayRing had billed Verizon. Apparently, Verizon calculated an amount it owed to BayRing under a different understanding of the *Order on Remand.* BayRing deposited the check from Verizon. BayRing was then informed by BayRing's bank that Verizon had stopped payment on the check. Verizon never informed BayRing that it was stopping payment on the check before the bank notified BayRing. When BayRing contacted Verizon's account representative, BayRing was informed that Verizon had no explanation for the stopped payment, other than it was now unsure of the amount it owed BayRing. Verizon had stopped payment of the check until it could recalculate the amount due. To date, Verizon still has not paid BayRing for the charges for services provided by BayRing in the month of September.

54. The Interconnection Agreement between BayRing and Verizon provides a means for the parties to notify each other about billing disputes. It also provides a means to deposit amounts that have been billed but that are disputed into an interest-bearing escrow account. With utter disdain for its contractual obligations, Verizon unilaterally decides when and how much it will pay BayRing for services provided by BayRing. Verizon's cavalier stopping of payment on checks it has sent to CLECs, without providing prior notice, can wreak havoc with CLEC finances and cause them embarrassment (and worse) with their banks and with their cash flow.

Verizon fails to comply with Section 251(b)(5) by not compensating BayRing for the transport and termination of telecommunications.

55. Beyond Verizon's refusal to appropriate reciprocal compensation rates, Verizon, in a typical fashion, tries to shift the blame for Verizon's related billing failures to BayRing. In Verizon's view, it is BayRing's fault that Verizon erroneously billed BayRing access charges for local traffic because Verizon was unable to read CPN information provided by BayRing.[54] Exactly why Verizon cannot read CPN information is a mystery, but Verizon never informed BayRing that Verizon could not read CPN information until June 2001. BayRing reasonably concluded that since BayRing could send and receive CPN information, Verizon could as well. Under the contract, "percent local usage" (PLU) information must be exchanged "if the receiving Party lacks the ability to use CPN information on an automated basis[.]" Section 5.6.3. BayRing is obviously not in a position to know whether or not Verizon can read CPN information. As the only party in this relationship that would know that fact, Verizon plainly has the obligation to let BayRing know that it cannot read CPN information, and BayRing had no knowledge of Verizon's inability until June 2001.

56. Even more galling is the fact that Verizon takes the position that BayRing was obligated to find out whether Verizon could read CPN information, but at no time did *Verizon* ever inquire whether *BayRing* could read CPN information. Verizon assumed that BayRing could read CPN information, just as BayRing had done. Apparently to Verizon it is reasonable for Verizon to make that assumption, but not BayRing. Verizon's conduct evidences either carelessness or disregard for its contractual obligations. Verizon's response in its Supplement Checklist Declaration evidences a "blame the CLEC first" mentality.

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[54] Verizon Supplemental Declaration paras.129-130.

Collectively, Verizon's knee jerk reaction to blame the CLEC first and its "have its cake and eat it too" philosophy regarding reciprocal compensation clearly demonstrates the efforts Verizon will take to circumvent its obligation to pay reciprocal compensation in accordance with the requirements of the Act. Consequently, Verizon's conduct contradicts the requirements of this checklist item.

V. OSS: Verizon Does Not Provide Timely and Accurate Bills

57. In its Supplemental Declaration, Verizon attempts to characterize the instances where it has not provided timely and accurate wholesale bills to BayRing as being one time or isolated. With respect to Verizon's inability to submit timely and accurate collocation bills, Verizon states, "Verizon does not dispute that it experienced some problems with the timely billing of collocation in the past"[55] and that "Verizon experienced some problems in the past due to the extraordinary growth in collocation requests from 1998 through 2000."[56] Verizon also claims that "[d]uring this period, Verizon did not keep current with its collocation billing. In recognition of this problem, collocation billing resources were consolidated in late 1999, and an emphasis was placed in the calendar year 2000 on clearing all backlogged collocation billing."[57] Verizon further states that, "[a]s a result of Verizon NH's willingness to provision the collocation arrangements, some collocation billing was delayed during this period of time."[58]

58. Despite these claims, the bottom line is that Verizon's backbilling of BayRing for collocation services that were 731 days old[59] and backbilling on July 13, 2001 for collocation services that ranged from March 1, 1999 to November 12, 2000[60] clearly demonstrate that Verizon's billing is not timely and accurate. In addition, despite Verizon's attempt to explain

[55] *Id.* para. 61.
[56] *Id.*
[57] *Id.*
[58] Verizon's Supplemental Declaration para. 61.

away its collocation backbilling, the problem still raises significant concerns regarding Verizon's current and future billing practices. Indeed, Verizon has not provided any evidence that such pervasive billing problems are not still ongoing and will not happen in the future. In particular, Verizon has not offered evidence to rule out the possibility that it has failed to bill CLECs for certain services at this very moment and may backbill them the day after Verizon receives its 271 authority. In addition, Verizon has not demonstrated that the next time there is an increase in demand for a certain service that it will not wait two years to bill CLECs for the services.

59. Moreover, Verizon's failure to send bills to the proper address after being given proper notice is another area that raises serious concern regarding Verizon's ability to properly bill. As indicated in my initial declaration, Verizon did not send bills to the billing record address that BayRing submitted to Verizon in 1997.[61]

60. Beyond the deficiencies associated with Verizon's actual billing, Verizon's procedures and systems for responding to billing claims are entirely deficient. As stated in my declaration, it has been BayRing's experience that CLEC claims often take many months, if not years to resolve.[62]

61. Therefore, without providing sufficient assurances that such significant billing problems referenced above will not occur in the future and due to the significant time it takes to resolve billing disputes, Verizon cannot satisfy this checklist item.

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[59] Verizon Response to Data Request JC-132 in this proceeding.
[60] Verizon Response to Data Request JC-133 in this proceeding..
[61] BayRing's Declaration para. 68 n.48 & Exhibit 3; *see also* BayRing Response to Verizon Data Request VZ-BR 1-32 in this proceeding (contained in Exhibit 2).
[62] *See* BayRing Responses to Verizon Data Request VZ-BR 1-4 and 1-31 in this proceeding (contained in Exhibit 2).

62. This completes BayRing's Reply Declaration.

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Dated: November 27, 2001

Exhibit 1

Selected Sections of Verizon NHPUC Tariff No. 80

2. Physical Collocation
2.1 General

Rates and charges for service explained herein are contained in Part M, Section 5.2.

2.1.1 Description

A. Physical collocation provides for access to central office cross connect points that may serve as a point of interconnection for the exchange of traffic with the Telephone Company, or for purposes of accessing unbundled network elements in those Telephone Company central offices.

B. Physical collocation will be provided to CLECs on a first come, first served basis. The CLEC shall complete a written application for occupancy of any physical collocation space (multiplexing node), cable space, or conduit space, and shall include payment of an application fee equal to 25% of applicable NRCs. If space is unavailable or a CLEC withdraws its request, the application fee, less the costs incurred by the Telephone Company (e.g., engineering record search and inspection of central office premises to determine availability of space, and administrative activities required to process the application) will be refunded. Receipt of the application fee will determine the order of priority of the CLEC's request.

1. Cable space is any passage or opening in, on, under/over or through the central office cable support structure (e.g., cable risers, cable racks, cable vault or alternate splicing chamber, etc.) required to bring fire retardant fiber optic riser cable from the collocation node to the location where the riser cable and the feeder cable meet and are spliced and the spaces between the splice and the conduit space, as well as the space between the collocation node and the Telephone Company POT and any other space required to bring other fire retardant communications cable from one collocation node to another collocation node of the same CLEC.

2. Conduit space is any reinforced passage or opening in, on, under/over or through the ground between the feeder route conduit system (manhole zero) and the cable vault location capable of containing communications facilities. This includes cable entrance facilities, main conduit, ducts, inner ducts, gas traps, underground dips such as short sections of conduit under roadway, driveways and parking lots, and similar conduit installations required to bring the CLEC-provided fiber optic feeder cable into the Telephone Company central office.

C. In order to process a CLEC's application for physical collocation, the Telephone Company will conduct a pre-construction survey in which the Telephone Company conducts the following activities.

1. An engineering record search and review to determine availability of partitioned space, cable space and conduit space.

2. An inspection of central office premises and conduit to verify available space and to determine the requirements of the normal space and conditioning work.

3. Administrative activities required to process the application.

2. Physical Collocation
2.1 General

2.1.1 Description

D. If a CLEC requests to physically collocate at other technically feasible points necessary for access to unbundled elements and interconnection other than at the Telephone Company central office, the CLEC must submit their order via a Bona Fide Request.

E. The CLEC does not receive, as a result of entering into a Collocation arrangement hereunder, any right, title or interest in the Telephone Company's central office facility, the multiplexing node, multiplexing node enclosure, cable space, cable racking, vault space or conduit space other than as expressly provided herein.

2.1.2 Site Survey/Report, Application, Engineering and Administration

A. Upon request by the CLEC and upon the CLEC signing a confidentiality agreement, the Telephone Company will make available a site survey/report indicating the available physical collocation space in a Telephone Company central office, the number of CLECs currently collocated in that central office, modifications in the use of space since the last report requested and measures being taken to make additional space available. The interval for the site survey/report is ten business days for requests submitted in the ordinary course of business.

1. The site survey/report is not required prior to submission of an application.

B. Within fifteen business days after receipt of an application, the Telephone Company will inform the CLEC whether space is available to accommodate the CLEC's request. The possible responses are as follows.

1. There is space and the Telephone Company will proceed with the arrangement.
2. There is no space. Refer to Section 2.4.2.
3. There is no readily available space, however, the Telephone Company will determine whether space can be made available and will notify the CLEC within twenty business days. At the end of this period, the Telephone Company will provide the appropriate response (refer to Section 2.1.2B1 and 2.1.2B2).

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.1 Accommodations

A. The Telephone Company will permit the CLEC to establish a multiplexing node at the specified Telephone Company central office where the CLEC desires to interconnect or access unbundled network elements in order to place the necessary equipment. This service is subject to the availability of space and facilities in, on or above the exterior walls and roof of each central office where interconnection is requested. Upon request, where there are two entry points to Telephone Company cable facilities, the Telephone Company will provide two separate points of entry to the serving wire center for the CLEC's fiber optic cable, except where one entry of a two entry office is filled to capacity.

B. In addition to the floor space, the Telephone Company will provide -48V DC power, battery and generator back-up power, AC convenience outlets, heat, air conditioning and other environmental support to the CLEC equipment in the same manner that it provides such support items to its own equipment within that central office. Standard -48V DC power shall be provided per amp per feed. If requests for power or environmental support exceed the existing central office capacity, any extraordinary costs to provide that expanded capacity will be borne by the CLEC.

C. The Telephone Company will make a reasonable effort to place collocation nodes in areas of the central office requiring the least amount of site preparation cost possible, where space is available. In the event that demand for collocation nodes necessitates the construction of a separate room, or conditioned central office space is not available, special construction charges will apply in order that the Telephone Company recover the costs for such special construction. When appropriate, special construction charges will be prorated in accordance with Section 2.5.

2.2.2 Deployment Requirements

A. The Telephone Company reserves the right to prohibit all equipment and facilities, other than fiber optic cable, from its entrance manholes. No splicing will be permitted in manhole zero. The CLEC must provide underground fiber optic cable in manhole zero of sufficient length as specified by the Telephone Company to be pulled through the central office conduit and into the central office cable vault splice location. The CLEC is responsible for placement of the fiber optic facility within manhole zero and is responsible for the maintenance of the fiber optic cables.

B. The Telephone Company is responsible for installing CLEC-provided fiber optic feeder cable in the conduit space. To avoid unnecessary reinforcements or rearrangements, the CLEC will be required to provide a three year forecast for planning and duct allocation purposes. The Telephone Company may provide shared conduit with dedicated inner duct. The CLEC will not be permitted to reserve space in the central office conduit. If new conduit is required, the Telephone Company will negotiate with the CLEC to determine a further arrangement to deal with the specific location.

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.2 Deployment Requirements

C. The Telephone Company reserves the right to manage its own central office conduit requirements and to reserve vacant space for facility additions planned within three years as its primary use.

D. The Telephone Company is responsible for installing and maintaining a splice where the CLEC's fiber optic feeder cable meets the CLEC's fire retardant inside riser cable within the central office cable vault or designated splicing chamber.

E. The Telephone Company will provide space and racking for the placement of an approved secured fire retardant splice enclosure. The Telephone Company will tag all entrance facilities to indicate ownership.

F. The CLEC will be accompanied by qualified Telephone Company representatives in all manhole and vault locations, subject to an escort charge.

G. The Telephone Company is responsible for placing the CLEC's fire retardant riser cable from the central office cable vault or ASA to the multiplexing node. The CLEC is responsible for providing fire retardant riser cables which comply with Telephone Company practices and safety requirements for central office cabling as they relate to fire, safety, health and environmental safeguards. The Telephone Company and the CLEC will jointly determine the length of fire retardant cable needed to reach from the splice in the cable vault or ASA to the multiplexing node. Special arrangements will be agreed upon to meet unusual conditions such as midspan splicing requirements. The Telephone Company will allocate common riser ducts and common racking where possible. Added or special racking rearrangements requested by the CLEC will result in time and material charges.

H. The CLEC is permitted to place in its multiplexing node CLEC-provided central office equipment needed to terminate basic facilities. The CLEC may also collocate DSLAM, routers, ATM multiplexer and remote switching modules, The CLEC may place in its multiplexing node ancillary equipment such as cross connect frames, as well as metal storage cabinets and work surfaces (e.g., tables). Metal storage cabinets and work surfaces must meet Telephone Company central office environmental standards. In addition, for those interconnecting via microwave facilities, transmitter/receiver equipment may be located in the multiplexing node, or in a separate location inside or on the exterior of the building as determined by the Telephone Company.

1. The CLEC shall not place in its multiplexing node equipment that is designed exclusively for switching or enhanced services and that is not necessary for interconnection.

I. A standard Telephone Company central office toll transmission environment is provided for any CLEC equipment deployed in a Telephone Company central office. Requests for additional conditioning will be evaluated on a case by case basis.

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.2 Deployment Requirements

J. All CLEC equipment to be installed in or on the exterior of Telephone Company central offices must either be on the Telephone Company's list of compliant products, or equipment that is demonstrated as complying with the appropriate technical specifications. Upon receipt of a Collocation request, the Telephone Company will make available at cost any Telephone Company specific documentation required.

K. The Telephone Company and the CLEC agree to work cooperatively to develop an equipment layout that complies with the equipment specification and to minimize space requirements.

L. Where the CLEC intends to modify, move, replace or add to equipment or facilities within or about the multiplexing node, roof space or transmitter/receiver space(s) and requires special consideration (e.g., use of freight elevators, loading dock, staging area, etc.), the CLEC must request and receive written consent from the Telephone Company. Such consent will not be unreasonably withheld. The CLEC shall not make any changes from initial installation in terms of the number of transmitter/receivers, type of radio equipment, power output of transmitters or any other technical parameters without the prior written approval of the Telephone Company.

M. All work performed by the CLEC must comply with the requirements specified in NIP-74166, Issue No. 1.

N. Prior to installation of the CLEC's facilities or equipment for microwave interconnection, the CLEC must obtain at its sole cost and expense all necessary licenses, permits, approvals, and/or variances for the installation and operation of the equipment and particular microwave system, and when applicable for any towers or support structures, as may be required by authorities having jurisdiction.

O. The CLEC will be responsible for installing, maintaining, repairing and servicing its equipment located in the central office physical collocation node. In areas where the Telephone Company uses contractors to construct the collocation node, the CLEC may have the option of directly contracting with Telephone Company approved vendors to do the construction. This construction is limited to the multiplexing node itself, the door and associated superstructure and AC electrical requirements dedicated to the multiplexing node.

1. Prior to beginning installation work, the CLEC must provide notice, in writing, to the Telephone Company indicating acceptance of the collocation node work.

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.2 Development Requirements

P. The CLEC shall have the right to use a portion of the central office(s) and loading areas, if available, on a temporary basis during the CLEC's equipment installation work in the multiplexing node. The CLEC is responsible for protecting the Telephone Company's equipment and central office flooring within the staging area and along the staging route. The CLEC will store equipment and materials within the multiplexing node when work is not in progress (e.g., overnight). No storing of equipment and materials overnight will be permitted in the staging area. The CLEC will meet all the Telephone Company's fire, safety and housekeeping requirements. This temporary staging area will be vacated and delivered to the Telephone Company in a broom-clean condition upon completion of its installation work.

Q. Method of procedures detailing the installation work to be performed by the CLEC shall be completed by the CLEC on all physical collocation equipment installation. The method of procedures shall be agreed upon and signed by a Telephone Company representative and a CLEC representative prior to the beginning of any installation effort within the multiplexing node or common area. The CLEC shall prominently display the signed method of procedures at the multiplexing node while performing any installation functions.

2.2.3 Point of termination

A. The Telephone Company will designate a POT on cross connect frames or similar devices as the point(s) of physical demarcation between the CLEC's facilities and the Telephone Company's facilities. The cross connect frames where the POT(s) are located will be provided at or near the multiplexing node. The CLEC will provide and be responsible for installing and maintaining the connection cabling and associated cross connections between the multiplexing node and the POT. The Telephone Company will provide and be responsible for installing and maintaining all facilities on the Telephone Company's side of the POT.

B. The CLEC must select from the following options regarding the termination of its facilities at its multiplexing node. The CLEC is limited to only one option per multiplexing node.

1. Option 1—The Telephone Company will provide the POT bay in a common area located at or near the multiplexing node.

2. Option 2—The CLEC will provide the POT bay, which the Telephone Company will own, install and maintain in a common area located at or near the multiplexing node.

3. Option 3—The CLEC will provide the POT bay inside the multiplexing node and will be responsible for installing and maintaining all facilities at the POT bay. The Telephone Company will deliver the cross connect cable to the multiplexing node with sufficient length to allow the CLEC to bring it into the multiplexing node and terminate it on the POT bay.

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.4 Minimum Floor Space requirements/Anti-Warehousing

A. The Telephone Company will designate the floor and cable space within each central office which will constitute the multiplexing node.

B. A standard size multiplexing node is either 25, 100 or 300 square feet per central office. Additional space is available in 20 square foot increments for 100 square foot multiplexing nodes or larger, where feasible. A CLEC with a multiplexing node in a Telephone Company central office may request that space in 100 square increments be reserved in the same central office. If space is available, the Telephone Company will reserve the space for the CLEC until such time as the Telephone Company requires the reserved space. If the Telephone Company requires the reserved space, it will notify the CLEC and the CLEC must file an application for the space within thirty business days.

2.2.5 Safety and Security Measures

A. The Telephone Company will permit the CLEC's employees, agents and contractors approved by the Telephone Company to have access to the areas where the CLEC's multiplexing node is located for installation and routine maintenance, provided that the CLEC employees, agents and contractors comply with the policies and practices of the Telephone Company pertaining to fire, safety and security. The Telephone Company will also permit all approved employees, agents and contractors of CLECs to have access to the CLEC's cable and associated equipment (e.g., repeaters). This will include access to riser cable, cableways, and any room or area necessary for access. The reasonable use of shared building facilities (e.g., elevators, unrestricted corridors, designated restrooms, etc.) will be permitted.

B. The CLEC agrees to abide by all Telephone Company security practices for CLEC employees/agents with access to the Telephone Company's central offices as described in the Telephone Companies collocation security guidelines which will be provided upon request.

C. The CLEC will supply the Telephone Company with a list of its employees or approved vendors who require access. The list will include social security numbers of all such individuals or an alternative form of identification as specified by the Telephone Company. All individuals must be U.S. citizens where required by law or regulation.

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.5 Safety and Security Measures

D. The Telephone Company will provide the CLEC with non-employee identification badge applications. The CLEC will provide the Telephone Company with completed applications and two passport-sized photos for each CLEC employee who requires access. The CLEC employee/vendor must display identification badges at all times while on Telephone Company property. This badge will permit access to the location of the CLEC's multiplexing node in the central office. The Telephone Company will also issue access cards to each listed employee/vendor where access card systems are available. All badges/access cards must be returned upon termination of this arrangement. The CLEC is responsible for notifying the Telephone Company of any lost or stolen identification badges or access cards, and is responsible for returning the badges/access cards issued to individuals that are no longer employed or engaged by the CLEC.

E. The Telephone Company reserves the right to revoke any identification badge and access card of any CLEC employee or agent found in violation of these guidelines.

F. Where the CLEC provides the security device for its multiplexing node, the CLEC will provide the Telephone Company with direct access to the node in the event of an emergency and to perform its equipment inspection activities, prior to the installation of any such security devices. All security devices must be approved by the Telephone Company.

G. During the installation phase, or for subsequent maintenance, the CLEC or its approved vendor will have access to its multiplexing node and any room or area where the CLEC is installing equipment (i.e., roof tops). The CLEC may be escorted in areas outside its multiplexing collocation node by qualified Telephone Company employees for these occasions, subject to the appropriate charges.

H. Where special construction is required, the CLEC will have access at the commencement, middle and end of construction. If additional access is requested, it will be provided to the CLEC subject to the appropriate charges.

I. In the event of work stoppages, separate entrances will be established for the CLEC, where possible. When separate entrances are not available, the Telephone Company will provide CLEC employees the same access that it provides to its management employees. Failure to provide such separate entrances shall not render the Telephone Company liable for any claim for damages.

J. The CLEC agrees that its employees/vendors with access to Telephone Company central offices shall at all times adhere to the rules of conduct established by the Telephone Company for the central office and the Telephone Company's personnel and vendors. The Telephone Company reserves the right to make changes to such procedures and rules to preserve the integrity and operation of the Telephone Company's network or facilities or to comply with applicable laws and regulations The Telephone Company will provide the CLEC with written notice of such changes.

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.5 Safety and Security Measures

K. Radio frequency radiating devices (e.g., walkie-talkies, cellular phones, etc.) are not permitted to be used in the Telephone Company central offices/serving wire centers, access tandems, or remote nodes.

L. The CLEC will be required to sign a confidentiality agreement prior to being permitted to enter the Telephone Company central office.

M. The Telephone Company reserves the right to provide a Telephone Company employee to accompany and observe at the CLEC's requested time of entry to the central office at no cost to the CLEC. In those central offices where other security measures are not yet in place, the Telephone Company will, at its discretion, require an escort at no cost to the CLEC.

N. CLECs will have access to their collocated equipment twenty-four hours a day, seven days a week, without a security escort except as noted in Section 2.2.5N. Unless an emergency exists (e.g., equipment failure, service outage or environmental alarm), the CLEC shall provide the Telephone Company with notice of no less than thirty minutes for a manned Telephone Company premises and sixty minutes for an unmanned Telephone Company premises prior to dispatching a CLEC employee or agent to the collocation arrangement.

O. Where applicable, the Telephone Company will provide information to the CLEC on the specific type of security training required so the CLEC's employees can complete such training.

2.2.6 Repair and Maintenance

A. The CLEC will be responsible for notifying the Telephone Company of significant outages which could impact or degrade the Telephone Company's switches and services, and provide estimated clearing time for restoral.

B. The CLEC is responsible for coordinating with the Telephone Company to ensure that services are installed in accordance with the service request. Before beginning any delivery, installation, replacement or removal work for equipment and/or facilities located within the CLEC's multiplexing node, the CLEC must obtain the Telephone Company's written approval of the CLEC's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. The Telephone Company may request additional information before granting approval and may require scheduling changes. Such approval will not be unreasonably withheld.

C. The CLEC is responsible for testing, if necessary, with the Telephone Company to identify and clear a trouble when the trouble has been sectionalized (isolated) to a CLEC provided service. The CLEC is responsible for providing trouble report status when requested.

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.6 Repair and Maintenance

D. The CLEC must pay a service charge whenever the Telephone Company personnel are required to identify a trouble as being on the CLEC's side of the POT (e.g., in the connection cabling or associated cross connection, or CLEC antenna and associated microwave equipment).

2.2.7 Damage to the Multiplexing Node

A. If the multiplexing node or any part thereof shall be damaged by fire or other casualty, the CLEC shall give immediate notice thereof to the Telephone Company. Tariff regulations will remain in full force and effect unless otherwise specified herein.

B. If the multiplexing node, roof space or transmitter/receiver space and/or associated cable space, is partially damaged or rendered partially unusable by fire or other casualty not caused by the CLEC, the damages thereto shall be repaired by and at the expense of the Telephone Company (not including damages to the CLEC- owned equipment within the multiplexing node). The occupancy fee, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the multiplexing node and/or associated cable, roof space and transmitter/receiver space and conduit spaces which are usable.

C. If the multiplexing node, cable space, roof space, transmitter/receiver space or conduit space is totally damaged or rendered wholly unusable by fire or other casualty not caused by the CLEC, then the occupancy fees shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the space shall have been repaired and restored by the Telephone Company, subject to the Telephone Company's right to elect not to restore the same as provided in Section 2.2.8D.

D If the multiplexing node, cable space, roof space,transmitter/receiver space or conduit space is rendered wholly unusable through no fault of the CLEC, or if the building shall be so damaged that the Telephone Company shall decide to demolish it or to rebuild it (whether or not the premises are damaged in whole or in part), the Telephone Company may elect to terminate this arrangement. Written notice to the CLEC shall be given within ninety days after such fire or casualty specifying a date for the expiration of the arrangement, which date shall not be more than sixty day after the giving of such notice.

1. The CLEC shall forthwith quit, surrender and vacate the premises without prejudice to the Telephone Company's rights and remedies against the CLEC. Any occupancy fee owing shall be paid up to such date and any payments of occupancy fee made by the CLEC which were on account of any period subsequent to such date shall be returned to the CLEC

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.7 Damage to the Multiplexing Node

D. (Continued)

2. Unless the Telephone Company shall serve a termination notice as provided for herein, the Telephone Company shall make the repairs and restorations subject to delays due to adjustment of insurance claims, labor troubles and causes beyond the Telephone Company's reasonable control.

3. After any such casualty, the CLEC shall cooperate with the Telephone Company's restoration by removing from the multiplexing node and other associated space as promptly as reasonably possible, all of the CLEC's salvageable inventory and movable equipment, furniture and other property.

4. The CLEC's liability for occupancy fees shall resume either upon occupancy by the CLEC or thirty days after written notice from the Telephone Company that the multiplexing node, cable space, roof space or transmitter/receiver space or conduit space is restored to a condition comparable to that existing prior to such casualty.

2.2.8 Reclamation of Space/Right to Terminate or Rearrange

A. The Telephone Company shall have the right, upon six month's notice or a shorter period if required by law as determined by the Telephone Company, to reclaim any multiplexing node transmitter/receiver space, roof space, cable space or conduit in order to fulfill its obligations under state and federal laws and Telephone Company tariffs, to provide telecommunications services to its customers. In the event of such a reclamation, the Telephone Company will reimburse the CLEC for reasonable direct costs in connection with the removal of the CLEC's equipment.

B. In addition, the Telephone Company shall have the right, to terminate this arrangement at any time with respect to any multiplexing node, transmitter/receiver space, roof space, and associated cable and conduit when a state commission requires the Telephone Company to move its central office when an unsafe or hazardous condition makes abandonment of a central office necessary; or when the Telephone Company makes a reasonable business decision to sell a central office due to network engineering conditions. The Telephone Company shall provide 180 days' written notice prior to such an event, unless the Telephone Company is given a lesser notice by the PUC.

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.8 Reclamation of Space/Right to Terminate or Rearrange

C . The Telephone Company shall have the right to terminate this arrangement at any time with respect to any multiplexing node, transmitter/receiver space, roof space and associated cable and conduit where the serving wire center premises becomes the subject of a taking by eminent authority having such power, The Telephone Company shall provide the CLEC with 180 days' written notice of such termination and negotiate a schedule by which the CLEC must proceed to have CLEC-provided equipment or property removed from the multiplexing node and associated cable and conduit, unless the Telephone Company is given a lesser notice by the authority. The CLEC shall have no claim against the Telephone Company for any relocation expenses or any part of any award that may be made for such taking that results from a termination by the Telephone Company under this provision, or any loss of business from full or partial interruption or interference due to any termination. However, nothing herein shall be construed as preventing a CLEC from making its own claim against the eminent authority ordering the taking of the central office.

D . The Telephone Company will bear only the costs of relocating the multiplexing node enclosure, point of termination and associated Telephone Company cabling, and Telephone Company supplied microwave associated cabling, equipment and structures. The CLEC will be responsible for relocating its equipment, multiplexing equipment, facilities and any other property. The CLEC and the Telephone Company will work together in good faith to minimize any disruption of the CLEC's services as a result of such relocation.

E . Should the Telephone Company need to install additional facilities to any conduit system in which the CLEC occupies conduit for the purpose of meeting the Telephone Company's own service requirements or for providing for physical collocation for another CLEC, the Telephone Company will, after notifying the CLEC of the additional occupancy, rearrange the CLEC's facilities in the conduit system as reasonably determined by the Telephone Company, so that the additional facilities of the Telephone Company or other CLEC may be accommodated.

F . In an emergency, the Telephone Company reserves the right to rearrange a CLEC's facilities occupying a conduit, manhole, cable vault, roof space, transmitter/receiver space, riser system or cable support structure. The Telephone Company will use reasonable efforts to notify the CLEC prior to rearranging a CLEC's facilities. If such emergency is a result of the CLEC's occupancy of space under these provisions or as a result of any act or omission on the part of the CLEC, its employees, agents or vendors, the CLEC will be charged for such rearrangement.

G . Should the CLEC wish to move equipment from one location to another, the CLEC will be responsible for removing and transporting its equipment to the new site and installing it. The Telephone Company will treat the relocation as a new installation.

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.28 Reclamation of Space/Right to Terminate or Rearrange

H. The Telephone Company shall have the right to reassign space with respect to any multiplexing node and associated cable and conduit where the multiplexing node is not efficiently used within a reasonable amount of time. Efficiently used means that substantially all of the floor space is taken by the equipment as specified above, metal storage cabinets or work surfaces as needed to provide service or when used in connection with roof space and transmitter/receiver space, and that the CLEC's facilities occupying such space are in operation for substantial periods of time each month. The determination as to whether or not these criteria are met is solely within the reasonable judgment of the Telephone Company. If the space is needed to accommodate another CLEC or the Telephone Company's service, the Telephone Company will take back from the CLEC, space that is not being efficiently used. The CLEC will have one-hundred and eighty days from notice by the Telephone Company to vacate the portion of such space which is not being efficiently used. The Telephone Company shall provide six months notice of its intent to reassign space.

I. In addition, if a notice of reclamation is served, the aggrieved CLEC will be given ten days from receipt of the notice to apply. to the PUC for relief, upon good cause shown. The CLEC shall be responsible for any outstanding fees, rates and charges in existence at such time.

J. The subsequent CLEC shall be responsible for any costs directly attributable to the reclaiming of the space previously assigned to the existing CLEC.

K. Upon termination of the CLEC's collocation arrangement or any twenty-five square foot portion thereof, the CLEC must remove its equipment from that space within thirty days. Upon removal by the CLEC of all its equipment from the multiplexing node area or portion thereof, the CLEC must restore that multiplexing node area to its original condition at time of occupancy. Due to physical and technical constraints, removal of cable is at the Telephone Company's option. If the CLEC fails to remove its equipment within thirty days, the Telephone Company may elect, at its option, to remove the equipment at the CLEC's expense.

2.2.9 Provisions for Other Service

A. The CLEC may order from the Telephone Company business message rate service in accordance with the provisions of NHPUC No. 77. for its own internal use and the expressed purpose of administrative lines within the multiplexing node. The CLEC may order additional administrative lines or circuits for the expressed use of directly supporting the network maintenance and administration functions for the collocation equipment within the multiplexing node.

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.10 Cabling

A. The Telephone Company is responsible for the installation and maintenance of the CLEC-provided fiber optic cable from the entrance manhole zero and for the CLEC-provided fiber optic feeder cable in the conduit.

B. The Telephone Company will extend the CLEC's fiber optic cable to the cable vault, will splice the cable to the CLEC provided fire retarding riser cable and will deliver it to the CLEC's multiplexing node subject to the appropriate charges.

1. The Telephone Company is responsible for installing and maintaining the splice in the cable vault.

2. Physical Collocation
2.3 Responsibility of the CLEC

2.3.1 Cabling

A . The CLEC is responsible for procuring, installing and maintaining all cables from the CLEC premises to manhole zero.

B . The CLEC is responsible for providing, installing and maintaining the connection cable and any associated equipment which may be required (e.g., repeaters) between the collocated node and the POT.

2.3.2 Ordering Service

A. The CLEC must request physical collocation arrangements through its Telephone Company point of contact. Completed applications for collocation must be sent directly to the Telephone Company Collocation project manager at the following address:

1. Collocation Project Manager-Bell Atlantic, 125 High Street, Room 1134, Boston, MA 02110.

2.3.3 Safety and Technical Standards

A. The CLEC's facilities shall not physically, electronically, or inductively interfere with the Telephone Company's or other CLEC's facilities and must comply with the appropriate technical specifications.

2.3.4 Insurance

A. The CLEC shall, at its sole cost and expense, procure, maintain, pay for and keep in force the following insurance, underwritten by insurance companies licensed to do business in the State of New Hampshire having a best insurance rating of at least AA-12.

1. Comprehensive general liability coverage on an occurrence basis in an amount of two million dollars combined single limit for bodily injury and property damage, with a policy aggregate of two million dollars. Said coverage shall include the contractual, independent contractors' products/completed operations, broad form property and personal injury endorsements.
2. Umbrella/excess liability coverage in an amount of five million dollars excess of coverage contained in the general liability policy.
3. All risk property coverage on a full replacement cost basis insuring all of the CLEC's real and personal property situated on or within the Telephone Company's locations. The CLEC may also elect to purchase business interruption and contingent business interruption insurance.
4. Statutory workers' compensation coverage; and employer's liability coverage in an amount of two million dollars.

2. Physical Collocation
2.3 Responsibility of the CLEC

2.3.4 Insurance

B. The Telephone Company shall be named as an additional insured on all applicable policies as specified in general liability and excess liability policies, and shall be named as loss payee (as its interest may appear) on all applicable risk property policies.

C. The limits governing the general and excess liability provisions above may be increased by the Telephone Company from time to time upon prior written notice, to at least such minimum limits as shall then be customary with respect to comparable situations within the existing Telephone Company buildings.

D. AU policies purchased by the CLEC shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the Telephone Company.

E. All insurance must be in effect on the occupancy date and shall remain in force as long as the CLEC's facilities remain within any spaces governed by the arrangement. If the CLEC fails to maintain the coverage, the Telephone Company may pay the premiums thereon and seek reimbursement of same from the CLEC. The CLEC shall arrange for the Telephone Company to receive thirty days advance notice of cancellation, modification, or renewal of the policy from the CLEC's insurance company. Notices should be forwarded to the following Telephone Company contact at the following location.

1. Collocation Project Manager-Bell Atlantic, 125 High Street, Room 1134, Boston, MA 02110.

F. The CLEC must also conform to the same recommendation made by the Telephone Company's insurance companies to which the Telephone Company has already agreed or to which it shall hereafter agree.

G. Nothing contained herein shall relieve the CLEC from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in full force and collectible to the extent permitted by law, the Telephone Company and the CLEC each hereby releases and waives all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise.

1. The foregoing release and waiver shall be in force only if both releasers' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance and also, provided that such a policy can be obtained without additional premiums. The CLEC acknowledges that the Telephone Company will not carry insurance on the CLEC's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by the CLEC and agrees that the Telephone Company will not be obligated to repair any damage thereto or replace the same.

2. Physical Collocation
2.3 Responsibility of the CLEC

2.3.4 Insurance

H. Self Insurance—If the CLEC's net worth exceeds one-hundred million dollars, the CLEC may elect to self insure in lieu of obtaining any of the insurance required as specified in Section 2.3.4. If the CLEC self insures, the CLEC shall furnish to the Telephone Company, and keep current, evidence of such net worth that is attested to by one of the corporate officers. If the CLEC self insures, the CLEC shall release, indemnify, and hold the Telephone Company (and the Telephone Companies affiliates and personnel) harmless against all losses, costs (including reasonable attorney fees), damages, and liabilities resulting from claims (including without limitation claims alleging negligence or breach of contract by the Telephone Company or by Telephone Company affiliates and personnel) that would have been within the scope of such insurance had the vendor not elected to self insure.

2.3.5 Inspections

A. The CLEC is responsible for providing a contact number that is readily accessible twenty-four hours a day, seven days a week. The CLEC will provide emergency access to its multiplexing node and transmitter/receiver space at all times to allow the Telephone Company to react to emergencies, to maintain the space (where applicable) and to ensure compliance with OSHA/Telephone Company regulations and standards related to fire, safety, health, and environmental safeguards. In the event the Telephone Company is required to access the CLEC's multiplexing node on an emergency basis, the Telephone Company will notify the CLEC of such access within twenty-four hours.

B. The Telephone Company has the right to inspect the completed installation of the CLEC's equipment and facilities. In addition, the Telephone Company may con- duct up to twelve routine inspections per year of all or portions of the CLEC's facilities, to determine that occupancies are authorized and installed and maintained in conformance with the required standards. The Telephone Company will provide the CLEC with fifteen days advance notice of non-emergency inspections and the CLEC shall have the right to be present at the time of inspection. The Telephone Company will notify the CLEC in writing of any outside agency inspection unless the Telephone Company is not notified in time; in such cases the Telephone Company will notify the CLEC as soon as reasonably possible. The CLEC shall have the right to be present at the time of inspection by the outside agency unless the Telephone Company is not notified in advance of such inspections. The CLEC will be charged for such inspections if the Telephone Company finds a violation of these terms and conditions. Applicable time and material charges associated with such inspection will apply.

2. Physical Collocation
2.3 Responsibility of the CLEC

2.3.5 Inspections

C. If at any time the Telephone Company reasonably determines that the CLEC's facilities or equipment or the installation of the CLEC's facilities or equipment do not meet the required standards, the CLEC will be responsible for the costs associated with the removal of such facilities or equipment or modification of the facilities or equipment or installation thereof to establish compliance. If the CLEC fails to correct any noncompliance with these standards within fifteen days' written notice to the CLEC, the Telephone Company may have the facilities or equipment removed or the condition corrected at the CLEC's expense.

D. If at any time the Telephone Company reasonably determines that the CLEC's facilities or equipment or the installation of the CLEC's facilities or equipment do not meet the required standards, the CLEC will be responsible for the costs associated with the removal of such facilities or equipment or modification of the facilities or equipment or installation thereof to establish compliance. If the CLEC fails to correct any noncompliance with these standards within fifteen days' written notice to the CLEC, the Telephone Company may have the facilities or equipment removed or the condition corrected at the CLEC's expense.

1. When such conditions do not pose an immediate threat to the safety of the Telephone Company's employees, interfere with the performance of the Telephone Company's service obligations, or pose an immediate threat to the physical integrity of the conduit system or the cable facilities of the Telephone Company, the Telephone Company will provide the CLEC fifteen days written notice to correct the condition.

2. When such conditions pose an immediate threat to the safety of the Telephone Company's employees or others, interfere with the performance of the Telephone Company's service obligations, or pose an immediate threat to the physical integrity of the roof, the walls or the cable facilities of the Telephone company, the Telephone Company may perform such work and/or take such action that the Telephone Company deems necessary without prior notice to the CLEC.

3. The CLEC is responsible for time and material charges associated with the cost of this work and/or actions.

2.3.6 Technical Specifications

A. CLEC equipment which is not on the Telephone Company's list of approved products for central office equipment, must fully comply with NEBS. GR-63-CORE, GR-1089-CORE, IP-72201, workmanship requirement profile and the Telephone Company's central office, engineering, environmental and transmission standards as they relate to fire, safety, health, environmental safeguards, or interference with the Telephone Company's services or facilities.

2. Physical Collocation
2.3 Responsibility of the CLEC

2.3.6 Technical Specifications

B. CLEC equipment and installation of the CLEC's equipment must also comply with IP-72201. All CLEC entrance facilities and splices must comply with GR-20-CORE, NX620020912NY, NX620020911NY, NX620020913NY, and NY620020910NY, as they relate to fire, safety, health, environmental safeguards or interference with Telephone Company services or facilities.

C. CLEC facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current edition of NIP -74171, NEC, NESC, OSHA, and any governing authority having jurisdiction.

D. The equipment located in, on or above the exterior walls or roof of the Telephone Company's building must either be on the Telephone Company's list of approved products or comply with GR-63-CORE, GR-1089-CORE and NIP-74171. This equipment must also fully comply with IP-72201, and central office engineering environmental and transmission standards as they relate to fire, safety, health, environmental safeguards, or interference with Telephone Company service or facilities.

E. Where a difference may exist in the technical specifications, the more stringent shall apply.

F. The Telephone Company reserves the right to remove facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or GR-1089-CORE.

G. CLEC equipment must conform to the same specific risk/safety/hazard standards which the Telephone Company imposes on its own central office equipment as defined in RNSA-NEB-95-0003, revision 8 or higher. CLEC equipment is not required to meet the same performance and reliability standards as the Telephone Company imposes on its own equipment as defined in RNSA-NEB-95-003, revision 8 or higher.

H. The CLEC may install equipment that has been deployed by the Telephone Company for five years or more with a proven safety record.

2. Physical Collocation
2.4 Joint Planning and Implementation

2.4.1 Description

A. If space is available, the Telephone Company will provide to the CLEC a collocation schedule describing the Telephone Company's ability to meet the physical collocation request within fifteen business days. If the application is deficient, the Telephone Company will specify in writing, within fifteen business days, the information that must be provided by the CLEC in order to complete the application. Upon receipt of a completed application, the collocation schedule will include the costs for normal space conditioning (i.e., 25, 100 or 300 square foot nodes) work, along with an estimate for any applicable special construction charges. Work required, or requested, by the CLEC after the initial installation will be handled on an ICB basis.

B. The CLEC shall have thirty days from receipt of a Telephone Company provided collocation schedule to pay an additional 25% of the normal space conditioning costs plus 50% of the estimated amount of any applicable special construction charges in order for the Telephone Company to continue work. The Telephone Company will calculate costs on a fully allocated time and materials basis, for any agreed special construction work undertaken on behalf of the CLEC, and vendor charges. Occupancy for all spaces will be granted upon completion of the normal space conditioning work, including cut-down of Telephone Company cabling at the POT based on the requested DS3, DS1, and VG interconnections identified by the CLEC in the application for collocation.

C. Prior to the CLEC beginning the installation of its equipment, the CLEC must sign the Telephone Company work completion notice, indicating acceptance of the multiplexing node construction work and providing the Telephone Company with a security fee. Payment is due within thirty days of bill date. The CLEC may not install any equipment or facilities in the multiplexing node until after the receipt by the Telephone Company of the Telephone Company work completion notice and any applicable security fee.

D. Occupancy for all spaces will be granted upon completion of the multiplexing node construction work. The Telephone Company will begin billing all fees (except for special construction charges) commencing on the occupancy date or thirty days after written notice from the Telephone Company.

E. The Telephone Company will make a reasonable effort to place collocation node arrangements in areas of the central office requiring the minimum amount of site preparation cost possible, where space is available. In the event that demand for collocation nodes necessitates the construction of a separate room, or conditioned central office space is not available then the Telephone Company will assess special construction charges to recover the Telephone Company's costs for special construction work.

2. Physical Collocation
2.4 Joint Planning and Implementation

2.4.1 Descriptions

E. The CLEC will be responsible for arty nonrecurring costs incurred by the Telephone Company for special construction. Such costs will be calculated on a time and materials basis (refer to Section 2.5.8).

1. Special construction charges will be billed to the CLEC on a first installment and final bill basis. The Telephone Company will bill the CLEC for a first installment which equates to 50% of the total estimate of the charges. Payment of the first installment is due prior to the commencement of the actual construction. A final bill will be rendered based on the actual costs and charges incurred by the Telephone Company. The final bill is to be paid by the CLEC within 30 days of the bill date, but no sooner than the Telephone Company's completion of the actual construction.

2. The Telephone Company will render a final bill to reconcile any special construction charge estimates with the actual charges when those charges become known.

2.4.2 Space Limitations

A. When space is unavailable for physical collocation, the Telephone Company will post a list of all such sites on its website and will update the list within ten business days of the date at which a central office runs out of collocation space.

B. When sufficient space is not available to accommodate a Physical Collocation request at a Telephone Company central office, the Telephone Company will, within an additional ten business days of denying a request, allow CLECs to tour the Telephone Company central office where sufficient space is not available upon signing a confidentiality agreement. Where requests from multiple CLECs are denied for the same Telephone Company central office, the Telephone Company may coordinate tours of the Telephone Company central offices with the CLECs and the PUC. Such tour will not be restricted to the room in which space was denied but may include the entire central office. The Telephone Company will provide the PUC with floor plans, future use information, etc., as may be requested by the PUC.

1. If a Telephone Company central office has been deemed by the PUC to be space exempt due to space exhaustion, no further tours will be given unless conditions affecting space availability have changed (e.g., equipment removal) unless requested by the PUC.

2. The Telephone Company will provide an escort who will be able to answer questions regarding present and future use of space, and will provide construction plans for empty space upon PUC request.

2.4.3 Removal of Obsolete Equipment

A. Upon reasonable request of a CLEC or upon the order of the PUC, the Telephone Company will remove obsolete unused equipment.

2. Physical Collocation
2.4 Joint Planning and Implementation

2.4.3 Removal of Obsolete Equipment

B. The Telephone Company will review requests to remove equipment on a case by case basis and will be responsible to prove to the PUC that equipment is not unused or obsolete.

2. Physical Collocation
2.5 Application of Rates and Charges

2.5.1 Application Fee

A. For establishment of a multiplexing node the CLEC is responsible to pay 25% of the applicable NRC.

2.5.2 Space Conditioning

A. Space conditioning charges apply based on the square footage of the actual node (i.e., 25 sq.ft., 100 sq.ft., 300 sq.ft.). An additional square foot charge applies per each 20 square feet added to the 100 sq. ft. node arrangement.

2.5.3 Occupancy

A. Building Expense—The monthly rate applies per square foot.

B. POT Bay Frame

1. The POT bay frame NRC applies for the investment and/or the installation of the POT bay frame in accordance with the following option chosen by the CLEC. An NRC does not apply when the CLEC purchases and installs a POT bay within the confines of the CLEC multiplexing node.

a. Option 1—The Telephone Company provides for the material and installation.

b. Option 2—The CLEC provides the material and transfers ownership to the Telephone Company for the sum of one dollar. The Telephone Company installs the equipment.

c. Option 3—The CLEC provides the material and installs the equipment within the multiplexing node.

2. For Options 1 and 2, a monthly rate applies per bay of equipment installed in the common area.

C. DC Power—Applies for the provision of -48V DC protected power required by the CLEC equipment in the multiplexing node. The power is assessed per fused amp provided, and will be based on the total power provisioned to the multiplexing node (greater than 60 amps, or less than or equal to 60 amps).

2.5.4 Service Access Charge (SAC)

A. SAC POT Bay Termination Applies per termination and is used for the connection of the Telephone Company POT bay to the Telephone Company equipment location(s). It is assessed on a per termination basis and is added coincident with connection of each unbundled network element to the collocation arrangement. This rate applies when the Telephone Company provides the POT bay.

2. Physical Collocation
2.5 Application of Rates and Charges

2.5.4 Service Access Charge(SAC)

B. SAC Cable and Frame Termination-Applies per termination and is used for the connection of the Telephone Company cables and frame terminations. It is assessed on a per termination basis and is added coincident with connection of each unbundled network element to the collocation arrangement.

2.5.5 Cable Placement and Splicing

A. Hourly rates apply per Telephone Company technician/engineer, for pulling the cable from manhole zero to the splice point. The technician's/engineer's time is multiplied by the appropriate labor rates contained in Part M.

B. Time and materials charges also apply for conduit and the cable rack associated with cable pull and splice work when the cable is extended from manhole zero to the multiplexing node.

C. When contracted outside labor is provided in association with cable pull and splice work (e.g., police), the Telephone Company will bill the CLEC for all such labor charges which may be incurred.

2.5.6 Escorting

A. NRCS apply when a CLEC requires escorted access to the Telephone Company premises that is outside the secured access to the multiplexing node.

B. When the Telephone Company provides a qualified representative to accompany a CLEC in all manhole locations, time and materials charges apply.

2.5.7 Conduit

A. Conduit fees apply from the serving wire center manhole to the collocated customers cage for the conduit and the conduit space. Charges apply monthly, per foot/per duct and Per half duct.

2.5.8 Prorating of Special Construction Charges

A. The CLEC will be responsible for any nonrecurring costs incurred by the Telephone Company for special construction. Such costs will be calculated on a time and materials basis and passed through dollar-for-dollar to the CLEC. When appropriate, special construction charges will be prorated to CLECs based upon the relationship of their assigned square footage to the total assignable square feet made available through the special construction project.

2. Physical Collocation
2.5 Application of Rates and Charges

2.5.9 Taxes

A. The CLEC is responsible to reimburse the Telephone Company for any taxes that are levied except for income taxes on the Telephone Company resulting from transactions associated with physical collocation.

2.5.10 Site Survey/Report Fee

A. An NRC applies per request, per central office. If a CLEC submits an application for physical collocation within thirty days of receipt of the site/survey report, 50% of this fee will be applied to the CLEC's application fee.

2.5.11 Security Access Cards

A. An NRC applies per five cards.

4. Issuance, Payment and Crediting of Customer Bills

4.1 Responsibility of the Telephone Company

Rates and charges for services explained herein are contained in Part M. Section 1.4.

4.1.1 Billing Convention Methods

A. The Telephone Company shall bill on a current basis all charges incurred by and credits due to the CLEC under this tariff attributable to services established or discontinued or provided during the preceding billing period.

4.1.2 Billing Peroid

A. The billing date of a bill for a customer for service provided under this tariff is referred to as the bill day.

1. The Telephone Company will establish a bill day each month for each CLEC account.

B. The monthly bill rendered for accumulated usage and non-usage services includes all charges incurred during a billing period which begins as follows.

1. From the date service was established up to and including the bill date, and
2. From each billing period from the day after the bill date to the next successive bill date, or to the date of the termination of the service, whichever comes first.

C. In addition to the current month's charges, the monthly bill may also include previously unbilled charges or other billing adjustments.

4.1.3 Late Payment Penalty

A. If any portion of the payment is received by the Telephone Company after the payment date (refer to Section 4.1.4), or if any portion of the payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty shall be due to the Telephone Company.

B. The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of the following.

1. The highest interest rate (in decimal value) which may be levied by law for commercial transactions for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company, or
2. 0.0005 per day for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company.

4. Issuance, Payment and Crediting of Customer Bills
4.1 Respoynsibility of the Telephone Company

4.1.4 Payment Date

A. The payment date of bills rendered to customers for service provided under this tariff is as follows.

1. All bills rendered as set forth in Section 4.1.2 are due 31 days after the bill day or by the next bill date, whichever is the shortest interval.

2. If such payment date falls on a Sunday or on a legal holiday which is observed on a Monday, the payment date shall be the first non-holiday day following such Sunday or legal holiday.

3. If such payment date falls on a Saturday or on a legal holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non holiday day preceding such Saturday or legal holiday.

B. If payment is not received by the payment date and in immediately available funds, a late payment penalty will apply.

4.1.5 Medium of Payment

A. Bills are payable in immediately available funds.

1. Immediately Available Fundsdenotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, or U.S. Postal Money Orders.

4.1.6 Customer Deposits

A. The Telephone Company will, in order to safeguard its interests, require a CLEC, which has a proven history of late payments to the Telephone Company or does not have established credit (except for a CLEC which is a successor of a company which has established credit and has no history of late payments to the Telephone Company), to make a deposit prior to or at any time after the provision of a service to the CLEC to be held by the Telephone Company as a guarantee of the payment of rates and charges.

B. Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period.

C. The fact that a deposit has been made in no way relieves the CLEC from complying with the Telephone Company's regulations as to the prompt payment of bills.

D. At such time as the provision of the service to the CLEC is terminated, the amount of the deposit will be credited to the CLEC's account and any credit balance which may remain will be refunded.

4. Issuance, Payment and Crediting of Customer Bills
4.1 Responsibility of the Telephone Company

4.1.6 Customer Deposits

E. At the option of the Telephone Company, such a deposit will be refunded or credited to the CLECs' account when the CLEC has established credit or after the CLEC has established a one year prompt payment record at any time prior to the termination of the provision of the service to the CLEC.

F. In the case of a cash deposit, for the period the deposit is held by the Telephone Company, the CLEC will receive interest at the same percentage rate as that set forth in Section 4.1 .3B (whichever is lower), Interest will accrue for the number of days from the date the CLEC deposit is received by the Telephone Company to and including the date such deposit is credited to the CLEC'S account or the date the deposit is refunded by the Telephone Company.

G. Should a deposit be credited to the CLEC account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the CLEC's account.

4.1.7 Billing Dispute

In the event that a billing dispute occurs concerning any charges billed to the CLEC by the Telephone Company the following regulations will apply.

A. The first day of the dispute shall be the date on which the CLEC furnishes the Telephone Company with the account number under which the bill has been rendered, the date of the bill and the specific items on the bill being disputed.

B . The date of resolution shall be the date on which the Telephone Company completes its investigation of the dispute, notifies the CLEC of the disposition and, if the billing dispute is resolved in favor of the customer, applies credit for the correct disputed amount, the disputed amount penalty and/or late payment penalty as appropriate.

C . If a billing dispute is resolved in favor of the Telephone Company, any payments withheld pending resolution of the dispute shall be subject to the late payment penalty (refer to Section 4.1.3). Further, the CLEC will not receive credit for the disputed amount of the disputed amount penalty.

D . If a CLEC disputes a bill within three months of the payment date and pays the total billed amount on or before the payment date and the billing dispute is resolved in favor of the CLEC, the CLEC will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of payment and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth in Section 4.1.3.

E. If a CLEC disputes a bill within three months of the payment date and pays the total billed amount after the payment date and the billing dispute is resolved in favor of the CLEC. the CLEC will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of payment and ending or the date of resolution. The late payment penalty applied to the disputed amount resolved in the CLEC's favor (refer to Section 4.1.3) will be credited.

4. Issuance, Payment and Crediting of Customer Bills
4.1 Responsibility of the Telephone Company

4.1.7 Billing Dispute

F. If a CLEC disputes a bill within three months of the payment date and does not pay the disputed amount or does not pay the billed amount (i.e., the nondisputed and disputed amount), and the billing dispute is resolved in favor of the CLEC, the CLEC will not receive a credit for a disputed amount penalty from the Telephone Company. The late payment penalty applied to the disputed amount resolved in the CLEC's favor (refer to Section 4.1.3) will be credited.

G. If a CLEC disputes a bill after three months from the payment date and pays the total billed amount on or before the dispute date, and the billing dispute is resolved in favor of the CLEC, the CLEC will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of dispute and ending on the date of the resolution. The credit for a disputed amount penalty shall be as set forth following. The CLEC shall not receive a credit for the late payment penalty.

H. If a CLEC disputes a bill after three months from the payment date and does not pay the disputed amount or does not pay the billed amount (i.e., the nondisputed amount and disputed amount) and the billing dispute is resolved in favor of the CLEC, the CLEC will not receive a credit for a disputed amount penalty from the Telephone Company. However, if the CLEC pays the disputed amount or the billed amount after the date of dispute and before the date of resolution, the CLEC will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of payment and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth following. The CLEC will receive a credit for the late payment penalty, if applicable, from the Telephone Company.

1. The late payment penalty credit shall be the disputed amount resolved in the CLEC's favor times a late payment penalty factor (refer to Section 4.1.3), for the period starting with the date of dispute and ending on the date of payment of the disputed amount or the date of resolution, whichever occurs first.

2. The disputed amount penalty shall be the disputed amount resolved in the CLEC's favor times a penalty factor. The penalty factor shall be the lesser of the following calculations.

a. The highest interest rate in decimal value, which may be levied by law for commercial transactions for the number of days from the first date to and including the last date of the period involved.

b. 0.0005 per day for the number of days from the first date to and including the last date of the period involved.

4.1.8 Billing Adjustments and Verification

A. Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or major fraction of days based on a 30

4. Issuance, Payment and Crediting of Customer Bills
4.1 Responsibility of the Telephone Company

4.1.8 Billing Adjustments and Verification

B. The Telephone Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.

4.1.9 Computation of Billed Charges

A. When a rate as set forth in this tariff is shown to be more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

4.1.10 Additional Copies of Bills and Reports

A. When more than one copy of a bill or a design layout for services provided under the provisions of this tariff is furnished to the CLEC, an additional charge applies for each additional copy.

4. Issuance, Payment and Crediting of Customer Bills

4.2 Reserved for Future Use

4. Issuance, Payment and Crediting of Customer Bills
4.3 Credit Allowance Conditions

4.3.1 Service Interruptions

A. A service is interrupted when it becomes unusable to the CLEC because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the CLEC as described in Part C, Section 1.3.2. An interruption period starts when an inoperative service is reported to the Telephone Company and ends when the service is operative.

B. No credit allowance will be made for the following interruptions or periods.

1. Interruptions caused by the negligence of the CLEC.

2 Interruptions of a service due to the failure of equipment or systems provided by the CLEC or others.

3. Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated or where the CLEC or its customers, affiliates or vendors do not cooperate with the Telephone Company in the restoration of service.

4. Interruptions of a service when the CLEC has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the CLEC prior to the release of that service. Thereafter, the applicable credit allowance for the service involved (set forth further in this section), will apply.

5. Interruptions of a service which continue because of the failure of the CLEC to authorize replacement of any element of special construction, as set forth in NHPUC No. 77. The period for which no credit allowance is made begins on the seventh day after the CLEC receives the Telephone Company's written notification of the need for such replacement and ends on the day after receipt by the Telephone Company of the CLEC's written authorization for such replacement.

6. Periods when the CLEC elects not to release the service for testing and/or repair and continues to use it on a impaired basis.

7. Periods of temporary discontinuance as set forth in Section 1, under the provisions of 1.7.4B.

8. An interruption or a group of interruptions, resulting from a common cause, for amounts of less than one dollar.

C. In case of an interruption for which a credit allowance is due, for switched interconnection service no credit shall be allowed for an interruption of less than 24 hours.

1. The CLEC shall be credited for an interruption of 24 hours or more at the rate of 1/30 of the sum of either any applicable monthly rate, or the assumed minutes of use charge (whichever is applicable for the service involved), for the service interrupted in any one monthly billing period.

4. Issuance, Payment and Crediting of Customer Bills
4.3 Credit Allowance Conditions

4.3.1 Service Interruptions

D. The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the sum of any applicable flat rated charges for the service interrupted in any one monthly billing period.

E. Should the customer elect to use an alternative service provided by the Telephone Company during the period that a service is interrupted, the customer will be subject to the appropriate tariffed rates and charges for the alternative service used.

F. In certain instances, the customer may be requested by the Telephone Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted.

1. The credit allowance will be 1/1440 of the monthly rate for each period of 30 minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period

4. Issuance, Payment and Crediting of Customer Bills
4.4 Responsibility of the Customer

4.4.1 Revenue Accounting Office (RAO)

A. The CLEC is responsible to obtain a valid RAO number with a centralized message data system host for that RAO for each of its NXXs in order to permit the exchange of usage data associated with alternate billing services (e.g., 3rd party billed) or carrier access billing under tandem switching arrangements.

1. The RAO and data transfers must comply with industry standard exchange message format.

4.4.2 Establishing Service at Different Locations or Different Premises

A. NRCs apply for establishing service following a fire, flood or other occurrence, at a different location on the same premises or at a different premises pending re-establishment of service at the original location. NRCs do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God under the following conditions.

1. The service is of the same type as was provided prior to the fire, flood and other occurrence.
2. The service is for the same customer and the service is at the same location on the same premises.
3. The re-establishment of service begins within 60 days after Telephone Company service is available. The 60 day period may be extended for a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period.

5. Rates and Charges

5.1 Collocation

Rates and charges for collocation services are contained in the following subsections.

5. Rates and Charges
5.2 Physical Collocation

5.2.1 Application Fees

ID	Service Category	Rate Element	Rate	USOC
	Collocation Arrangement	Note: 25% of the applicable NRC applies	See Note	

5.2.2 Space Conditioning

ID	Service Category	Rate Element	Rate	USOC
	Multiplexing Node	25 Square Feet - NRC	14,313.00	SP1E5
		100 Square Feet - NRC	15,621.00	SP1E6
		300 Square Feet - NRC	17,852.00	SP1E7
		Additional 20 Square Feet - NRC	262.00	SP1E8

5.2.3 Occupancy

ID	Service Category	Rate Element	Rate	USOC
	Building Expense	Monthly - Per square foot	2.57	SP1LW
	POT Bay Frame	NRC - Per Option 1	1,096.00	SP1LZ
		NRC - Per Option 2	283.00	SP1L1
		Monthly - Per Option 1	30.72	SP1LZ
		Monthly - Per Option 2	17.97	SP1L1
	DC Power	Monthly - 60 amps and over - Per amp, per feed	19.65	SP1JV
		Monthly Less than or equal to 60 amps - Per amp, per feed	20.39	SP1JW

5.2.4 Service Access Charge (SAC)

ID	Service Category	Rate Element	Rate	USOC
	SAC POT Bay Termination	Monthly - Per 2W VG	09	SP1LA
		Monthly - Per 4W VG	.18	
		Monthly - Per DS1	.35	SP1LD
		Monthly - Per DS3	.64	SP1LE

5. Rates and Charges
5.2 Physical Collocation

5.2.4 Service Access Charge (SAC)

ID	Service Category	Rate Element	Rate	USOC
	SAC POT Bay Termination	Monthly - Per 2 fibers	3.81	SP1LG
		Monthly - Per OC3	3.81	SP1LH
		Monthly - Per OC12	3.81	SP1LJ
		Monthly - Per OC48	3.81	SP1LK
	SAC Cable and Frame Termination	Monthly - Per 2W VG	.23	SP1LP
		Monthly - Per 4W VG	.46	
		Monthly - Per DS1	1.39	SP1LR
		Monthly - Per DS3	28.20	SP1LS
		Monthly - Per 2 fibers	5.99	SP1LO
		Monthly - Per OC3	5.99	SP1LT
		Monthly - Per OC12	5.99	SP1LU
			5.99	SP1LV

5.2.5 Cable Placement and Splicing

ID	Service Category	Rate Element	Rate	USOC
	Cable Pull and Splice	Note: Rates and charges are determined on an individual case basis. Labor charges are incurred at the rates contained in Part M	See Note	

5.2.6 Escorting

ID	Service Category	Rate Element	Rate	USOC
	Escorting	Per Technician - First half hour or fraction thereof	21.20	NRBHH
		Per Technician - Each additional quarter hour or fraction thereof	10.60	NRBHH

5. Rates and Charges
5.2 Physical Collocation

5.2.7 Conduit

ID	Service Category	Rate Element	Rate	USOC
	Space and Conduit	Serving Wire Center Manhole to Collocated Customer's Cage - Monthly - Per foot, per duct	.18	SP1CF
		Serving Wire Center Manhole to Collocated Customer's Cage - Monthly - Per foot, per half duct	.09	

5.2.8 Site Survey/Report

ID	Service Category	Rate Element	Rate	USOC
	Site Survey/Report	NRC - Per request	1,086.86	

5.2.9 Security Access Cards

ID	Service Category	Rate Element	Rate	USOC
	Security Access Cards	NRC - Per 5 cards	86.78	

5. Rates and Charges
5.3 Virtual Collocation

5.3.1 Application Fees

ID	Service Category		Rate Element	Rate	USOC
	Initial Arrangement	NRC		3500.00	SP1AV
	Subsequent Arrangement	NRC		3500.00	SP1AV
	Augment - Rearrangement of Equipment	NRC		1500.00	SP1AO

5.3.2 Engineering and Implementation

ID	Service Category		Rate Element	Rate	USOC
	Initial Arrangement	NRC		2,734.37	SP1D1
	Subsequent Arrangement	NRC		1,490.10	
	Augment - Rearrangement of Equipment	NRC		2,120.96	SP1D3
	Software Upgrades/ Additional Cards per Shelf	NRC		186.63	SP1D4

5.3.3 Installation Accecptance Testing

ID	Service Category		Rate Element	Rate	USOC
	OC3 Equipment	NRC		1,242.50	NRBH2
	OC12 Equipment	NRC		1,242.50	NRBH3
	OC48 Equipment	NRC		1,242.50	NRBH4
	Litespan Equipment	NRC		1,242.50	NRBYL

5. Rates and Charges
5.3 Virtual Collocation

5.3.4 Interconnection Access Charge (IAC)

ID	Service Category	Rate Element	Rate	USOC
	IAC	NRC - Per 100 VG 2 wire	194.07	NRBHO
		NRC - Per 50 VG 4 wire	194.07	NRBHZ
		NRC - Per 28 DS1	123.99	NRBHX
		NRC - Per DS3	133.91	NRBHY
		NRC - Per two fibers	94.34	NRB1T
		NRC - Per OC3	94.34	NRBHU
		NRC - Per OC12	94.34	NRBHV
		NRC - Per OC48	94.34	NRBH9
		Monthly - Per VG 2 wire	.04	CXU0B
		Monthly - Per VG 4 wire	.07	CXU0C
		Monthly - Per DS1	.69	CXUDA
		Monthly - Per DS3 with one transmit and one receive	14.60	CXUEA
		Monthly - Per 2 fibers with one transmit and one receive	4.82	C2X1A
		Monthly - Per OC3	4.82	CXUMA
		Monthly - Per OC12	4.82	CXUNA
		Monthly - Per OC48	4.82	CXUZA

5.3.5 Fiber Placement and Splicing

ID	Service Category	Rate Element	Rate	USOC
	Fiber Placement and splicing	Labor - Per Outside Plant Technician - Per hour or fraction thereof	57.16	NRBH7
		Labor - Per Outside Plant Engineer - Per hour or fraction thereof	70.18	

5. Rates and Charges
5.3 Virtual Collocation

5.3.6 Enrance Fiber Termination

ID	Service Category	Rate Element	Rate	USOC
	Entrance Fiber Termination	Monthly - Per 12 Fibers Terminated to Fiber Frame	21.74	SP1FV

5.3.7 Fiber Distribution Frame (FDF)

ID	Service Category	Rate Element	Rate	USOC
	Fiber Distribution Frame to Virtual Serving Arrangement	Monthly - Per 2 Fibers Terminated to Fiber Frame	2.35	SP1JT

5.3.8 Direct Current

ID	Service Category	Rate Element	Rate	USOC
	DC Power	Monthly - Less than or equal to 60 amps - Per amp, per feed	20.39	SP1DA

5.3.9 Equipment Support

ID	Service Category	Rate Element	Rate	USOC
	Equipment Support	Monthly - Per half rack or fraction thereof	23.11	SP1MV

5.3.10 Spare Cabinet

ID	Service Category	Rate Element	Rate	USOC
	Spare Cabinet	Monthly - Per half rack or fraction thereof	8.99	SP1CQ

5.3.11 Training

ID	Service Category	Rate Element	Rate	USOC
	Training Time	Per Technician - First half hour or fraction thereof	21.20	NRBH8
		Per Technician - Each additional quarter-hour or fraction thereof	10.60	NRBH8

5. Rates and Charges
5.3 Virtual Collocation

5.3.12 Maintenance or Service Activity/Additional Labor Charges

ID	Service Category	Rate Element	Rate	USOC
	Labor	Per Occurrence - Per Technician - First half hour or fraction thereof	21.20	NRBYN
		Per occurrence - Per Technician - Each additional quarter hour or fraction thereof	10.60	NRBYN
	Escorting	Note: - Refer to Part M, Section 5.2.6	See Note	
		Note: - Refer to Part M, Section 5.2.6	See Note	

5. Rates and Charges
5.4 Microwave Collocation

5.4.1 Space and Facilities

ID	Service Category	Rate Element	Rate	USOC
	Space and Facilities	Note: Rates and charges are determined on an individual case basis	See Note	

5.4.2 Cable Rack

ID	Service Category	Rate Element	Rate	USOC
	Cable Rack	Note: Rates and charges are determined on an individual case basis	See Note	

5.4.3 Conduit

ID	Service Category	Rate Element	Rate	USOC
	Space and Conduit	Serving Wire Center Manhole to Collocated Customer's Cage - Monthly - Per foot, per duct and per half duct. Note: Refer to Part M. Section 5.2.7	See Note	SP1CF

5.4.4 Emergency Power and/ or Environmental Support

ID	Service Category	Rate Element	Rate	USOC
	Special Work	Note: Rates and charges are determined on an individual case basis	See Note	

5.4.5 Escorting

ID	Service Category	Rate Element	Rate	USOC
	Escorting	Note: - Refer to Part M. Section 5.2.6	See Note	
		Note: - Refer to Part M. Section 5.2.6	See Note	

5.4.6 Building Penetration

ID	Service Category	Rate Element	Rate	USOC
	Building Penetration	Note: Rates and charges are determined on an individual case basis	See Note	

5. Rates and Charges
5.5 Interconnection Between Collocated Spaces

5.5.1 Dedicated Transit Service (DTS)

ID	Service Category	Rate Element	Rate	USOC
	Service Order	Standard Interval - Per DS1 order	21.48	NRBHA
		Expedited Interval - Per DS1 order	31.85	NRBHA
	Service Connection/ Circuit Provisioning	Standard Interval - Per DS1	55.52	NRBYK
		Expedited Interval - Per DS1	76.05	NRBYK

5.5.2 Dedicated Cable Support (DCS)

ID	Service Category	Rate Element	Rate	USOC
	DCS	Engineering, Installation and Materials - Note: Rates and charges are determined on an individual case basis	See Note	

5. Rates and Charges
5.6 Secured Collocation Open Physical Environment (SCOPE)

5.6.1 Engineering and Administration

ID	Service Category	Rate Element	Rate	USOC
	Fee	NRC	4,673.32	

5.6.2 Construction

ID	Service Category	Rate Element	Rate	USOC
	SCOPE Construction	NRC - Per bay	1,776.00	

5.6.3 Space and Facilities

ID	Service Category	Rate Element	Rate	USOC
	Building	Monthly - Per equipment bay	38.51	SP1L9

5.6.4 Services Access Charge (AC)

ID	Service Category	Rate Element	Rate	USOC
	SAC SPOT Bay Termination	Note: Monthly - Refer to Part M, Section 5.2.4	See Note	
	SAC Cable and Frame Termination	Note: Monthly - Refer to Part M, Section 5.2.4	See Note	

5.6.5 SPOT Bay Frame

ID	Service Category	Rate Element	Rate	USOC
	Voice Grade	NRC - Per 200 pair	107.45	SP1L2
		Monthly - Per 200 pair	1.34	SP1L2
	DS1	NRC - Per 28 DS1s	42.98	SP1L6
		Monthly - Per 28 DS1s	0.54	SP1L6
	DS3	NRC - Per DS3	3.58	SP1L7
		Monthly - Per DS3	0.04	SP1L7
	12 Fiber	NRC - Per 12 Fibers	26.86	SP1L8
		Monthly - Per 12 fibers	0.34	SP1L8

5. Rates and Charges
5.6 Secured Collocation Open Physical Environment (SCOPE)

5.6.6 Escorting

ID	Service Category	Rate Element	Rate	USOC
	Escorting	Note: - Refer to Part M, Section 5.2.6	See Note	

5.6.7 Cable

ID	Service Category	Rate Element	Rate	USOC
	Cable Pull and Splice	Note: Monthly - Refer to Part M, Section 5.2.5	See Note	

5.6.8 Occupancy

ID	Service Category	Rate Element	Rate	USOC
	DC Power	Note: Monthly - Refer to Part M, Section 5.2.3	See Note	

5.6.9 Conduit

ID	Service Category	Rate Element	Rate	USOC
	Space and Conduit	Note: Monthly - Refer to Part M, Section 5.2.7	See Note	

5.6.10 Site Survey /Report

ID	Service Category	Rate Element	Rate	USOC
	Site Survey/Report	Note: NRC - Refer to Part M, Section 5.2	See Note	

5.6.11 Security Access Cards

ID	Service Category	Rate Element	Rate	USOC
	Security Access Cards	Note: NRC - Refer to Part M, Section 5.2	See Note	

5. Rates and Charges

5.8 Reserved for Future Use

There are no rates and charges contained herein.

5. Rates and Charges
5.7 Shared Cages

There are no rates and charges contained herein.

5. Rates and Charges
5.9 Cageless Collocation Open Environment (CCOE)

5.9.1 Application Fees

ID	Service Category	Rate Element	Rate	USOC
	Initial Arrangement	Note: NRC - Refer to Part M, Section 5.3	See Note	

5.9.2 Site Survey/Report

ID	Service Category	Rate Element	Rate	USOC
	Site Survey/Report	Note: NRC - Refer to Part M, Section 5.2	See Note	

5.9.3 Engineering and Implementation

ID	Service Category	Rate Element	Rate	USOC
	Initial Arrangement	Note: NRC - Refer to Part M, Section 5.3	See Note	

5.9.4 SPOT Bay Frame

ID	Service Category	Rate Element	Rate	USOC
	Voice Grade	Note: NRC - Refer to Part M, Section 5.6	See Note	
		Note: Monthly - Refer to Part M, Section 5.6	See Note	
	DS1	Note: NRC - Refer to Part M, Section 5.6	See Note	
		Note: Monthly - Refer to Part M, Section 5.6	See Note	
	DS3	Note: NRC - Refer to Part M, Section 5.6	See Note	
		Note: Monthly - Refer to Part M, Section 5.6	See Note	
	12 Fiber	Note: NRC - Refer to Part M, Section 5.6	See Note	
		Note: Monthly - Refer to Part M, Section 5.6	See Note	

5. Rates and Charges
5.9 Cageless Collocation Open Environment (CCOE)

5.9.5 Service Access Charge (SAC)

ID	Service Category	Rate Element	Rate	USOC
	SAC SPOT Bay Termination	Note: Monthly - Refer to Part M, Section 5.2	See Note	
	SAC Cable and Frame Termination	Note: Monthly - Refer to Part M, Section 5.2	See Note	

5.9.6 Security Access Cards

ID	Service Category	Rate Element	Rate	USOC
	Security Access Cards	Note: NRC - Refer to Part M, Section 5.2	See Note	

5.9.7 Space and Conditioning

ID	Service Category	Rate Element	Rate	USOC
	Building	Monthly - Per equipment bay	62.23	

5.9.8 Cable

ID	Service Category	Rate Element	Rate	USOC
	Cable Pull and Splice	Note: Rates and charges are determined on an individual case basis. Refer to Part M, Section 5.3.5 for labor rates.	See Note	

5.9.9 Occupancy

ID	Service Category	Rate Element	Rate	USOC
	DC Power	Note: Monthly - Refer to Part M, Section 5.2	See Note	

5.9.10 Conduit

ID	Service Category	Rate Element	Rate	USOC
	Space and Conduit	Note: Monthly - Refer to Part M, Section 5.2	See Note	

5. Rates and Charges
5.9 Cageless Collocation Open Environment (CCOE)

5.9.11 Cageless Security

ID	Service Category	Rate Element	Rate	USOC
	Careless Security	Monthly - Per equipment bay	114.02	SP1J8

5.9.12 Escorting

ID	Service Category	Rate Element	Rate	USOC
	Escorting	Note: Refer to Part M. Section 5.2	See Note	

5. Rates and Charges

5.10 Adjacent Structures

Rates and charges will be developed on an individual case basis.

Exhibit 2

Selected Responses to Verizon Data Requests
(PROPRIETARY AND CONFIDENTIAL)

Exhibit 3

Selected Sections of Verizon NHPUC Tariff No. 84

2. Physical Collocation
2.1 General

Rates and charges for service explained herein are contained in Part M, Section 5.2.

2.1.1	Description
A.	Physical collocation provides for access to central office cross connect points that may serve as a point of interconnection for the exchange of traffic with the Telephone Company, or for purposes of accessing unbundled network elements in those Telephone Company central offices.
B.	Physical collocation will be provided to CLECs on a first come, first served basis. The CLEC shall complete a written application for occupancy of any physical collocation space (multiplexing node), cable space, or conduit space, and shall include payment of an application fee equal to 25% of applicable NRCs. If space is unavailable or a CLEC withdraws its request, the application fee, less the costs incurred by the Telephone Company (e.g., engineering record search and inspection of central office premises to determine availability of space, and administrative activities required to process the application) will be refunded. Receipt of the application fee will determine the order of priority of the CLEC's request.
1.	Cable space is any passage or opening in, on, under/over or through the central office cable support structure (e.g., cable risers, cable racks, cable vault or alternate splicing chamber, etc.) required to bring fire retardant fiber optic riser cable from the collocation node to the location where the riser cable and the feeder cable meet and are spliced and the spaces between the splice and the conduit space, as well as the space between the collocation node and the Telephone Company POT and any other space required to bring other fire retardant communications cable from one collocation node to another collocation node of the same CLEC.
2.	Conduit space is any reinforced passage or opening in, on, under/over or through the ground between the feeder route conduit system (manhole zero) and the cable vault location capable of containing communications facilities. This includes cable entrance facilities, main conduit, ducts, inner ducts, gas traps, underground dips such as short sections of conduit under roadway, driveways and parking lots, and similar conduit installations required to bring the CLEC-provided fiber optic feeder cable into the Telephone Company central office.
C.	In order to process a CLEC's application for physical collocation, the Telephone Company will conduct a pre-construction survey in which the Telephone Company conducts the following activities.
1.	An engineering record search and review to determine availability of partitioned space, cable space and conduit space.
2.	An inspection of central office premises and conduit to verify available space and to determine the requirements of the normal space and conditioning work.
3.	Administrative activities required to process the application.

2. Physical Collocation
2.1 General

2.1.1	Description
D.	If a CLEC requests to physically collocate at other technically feasible points necessary for access to unbundled elements and interconnection other than at the Telephone Company central office, the CLEC must submit their order via a Bona Fide Request.
E.	The CLEC does not receive, as a result of entering into a Collocation arrangement hereunder, any right, title or interest in the Telephone Company's central office facility, the multiplexing node, multiplexing node enclosure, cable space, cable racking, vault space or conduit space other than as expressly provided herein.

2.1.2	Site Survey/Report, Application, Engineering and Administration
A.	Upon request by the CLEC and upon the CLEC signing a confidentiality agreement, the Telephone Company will make available a site survey/report indicating the available physical collocation space in a Telephone Company central office, the number of CLECs currently collocated in that central office, modifications in the use of space since the last report requested and measures being taken to make additional space available. The interval for the site survey/report is ten calendar days for requests submitted in the ordinary course of business.
1.	The site survey/report is not required prior to submission of an application.
B.	Within five business days after receipt of an application, the Telephone Company will review the information and, if the CLEC's application is not sufficient for the Telephone Company to process the request for space, will notify the CLEC, in writing of the deficiencies. The CLEC shall have ten calendar days to correct deficiencies without losing its place in the collocation queue at the requested central office. If the Telephone Company does not receive the necessary information from the CLEC within the ten calendar day period, the Telephone Company shall offer collocation space to the next CLEC, if any, that has filed an application requesting space at the same central office.
C.	Within eight business days after receipt of a complete or sufficiently complete application for processing the CLEC's request, the Telephone Company will inspect the central office that is the subject of the application and inform the CLEC in writing whether space is available to accommodate the CLEC's request. The Telephone Company may request an extension from the PUC. The possible responses are as follows.
1.	There is space and the Telephone Company will proceed with the arrangement.
2.	There is no space. Refer to Section 2.4.2.
3.	There is no readily available space, however, the Telephone Company will determine whether space can be made available and will notify the CLEC within twenty business days. At the end of this period, the Telephone Company will provide the appropriate response (refer to Section 2.1.2C1 and 2.1.2C2).

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.1	Accommodations	
A.	The Telephone Company will permit the CLEC to establish a multiplexing node at the specified Telephone Company central office where the CLEC desires to interconnect or access unbundled network elements in order to place the necessary equipment. This service is subject to the availability of space and facilities in, on or above the exterior walls and roof of each central office where interconnection is requested. Upon request, where there are two entry points to Telephone Company cable facilities, the Telephone Company will provide two separate points of entry to the serving wire center for the CLEC's fiber optic cable, except where one entry of a two entry office is filled to capacity.	
B.	In addition to the floor space, the Telephone Company will provide -48V DC power, battery and generator back-up power, AC convenience outlets, heat, air conditioning and other environmental support to the CLEC equipment in the same manner that it provides such support items to its own equipment within that central office. Standard -48V DC power shall be provided as specified in Section 2.2.1B1 herein. If requests for power or environmental support exceed the existing central office capacity, any extraordinary costs to provide that expanded capacity will be borne by the CLEC.	(C)
1.	The Telephone Company will provide DC power to the collocation arrangement as specified by the CLEC in its collocation application. The CLEC will specify the load on each feed and the size of the fuse to be placed on each feed. Charges for DC power will be applied per load amp based on the total number of load amps ordered on each feed. For example, if a CLEC orders a total of 40 load amps of DC power and an A and B feed, the CLEC could order 20 load amps on the A feed, and 20 load amps on the B feed. The Telephone Company will permit the CLEC to order a fuse size at up to 2.5 times the load amps ordered. Thus, the CLEC could order that each feed be fused at 50 amps if the CLEC wants one feed to carry the entire load in the event the other feed fails. Accordingly, the CLEC will be charged on the basis of the total number of load amps ordered, i.e., 40 amps, and not based on the total number of amps available for the fuse size ordered.	(N) (N)
C.	The Telephone Company will make a reasonable effort to place collocation nodes in areas of the central office requiring the least amount of site preparation cost possible, where space is available. In the event that demand for collocation nodes necessitates the construction of a separate room, or conditioned central office space is not available, special construction charges will apply in order that the Telephone Company recover the costs for such special construction. When appropriate, special construction charges will be prorated in accordance with Section 2.5.	

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.2	Deployment Requirements	(X)
A.	The Telephone Company reserves the right to prohibit all equipment and facilities, other than fiber optic cable, from its entrance manholes. No splicing will be permitted in manhole zero. The CLEC must provide underground fiber optic cable in manhole zero of sufficient length as specified by the Telephone Company to be pulled through the central office conduit and into the central office cable vault splice location. The CLEC is responsible for placement of the fiber optic facility within manhole zero and is responsible for the maintenance of the fiber optic cables.	
B.	The Telephone Company is responsible for installing CLEC-provided fiber optic feeder cable in the conduit space. To avoid unnecessary reinforcements or rearrangements, the CLEC will be required to provide a three year forecast for planning and duct allocation purposes. The Telephone Company may provide shared conduit with dedicated inner duct. The CLEC will not be permitted to reserve space in the central office conduit. If new conduit is required, the Telephone Company will negotiate with the CLEC to determine a further arrangement to deal with the specific location.	(X)

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.2	Deployment Requirements
C.	The Telephone Company reserves the right to manage its own central office conduit requirements and to reserve vacant space for planned facilities. The Telephone Company and its affiliates will retain and reserve a limited amount of vacant floor space within its premises for its own specific future uses on terms no more favorable than applicable to other CLECs seeking to reserve collocation space for their future use.
D.	The Telephone Company is responsible for installing and maintaining a splice where the CLEC's fiber optic feeder cable meets the CLEC's fire retardant inside riser cable within the central office cable vault or designated splicing chamber.
E.	The Telephone Company will provide space and racking for the placement of an approved secured fire retardant splice enclosure. The Telephone Company will tag all entrance facilities to indicate ownership.
F.	The CLEC will be accompanied by qualified Telephone Company representatives in all manhole and vault locations, subject to an escort charge.
G.	The Telephone Company is responsible for placing the CLEC's fire retardant riser cable from the central office cable vault or ASA to the multiplexing node. The CLEC is responsible for providing fire retardant riser cables which comply with Telephone Company practices and safety requirements for central office cabling as they relate to fire, safety, health and environmental safeguards. The Telephone Company and the CLEC will jointly determine the length of fire retardant cable needed to reach from the splice in the cable vault or ASA to the multiplexing node. Special arrangements will be agreed upon to meet unusual conditions such as midspan splicing requirements. The Telephone Company will allocate common riser ducts and common racking where possible. Added or special racking rearrangements requested by the CLEC will result in time and material charges.
H.	The CLEC is permitted to place in its multiplexing node CLEC-provided central office equipment needed to terminate basic facilities. The CLEC may also collocate DSLAM, routers, ATM multiplexers and remote switching modules. The CLEC may place in its multiplexing node ancillary equipment such as cross connect frames, as well as metal storage cabinets and work surfaces (e.g., tables). Metal storage cabinets and work surfaces must meet Telephone Company central office environmental standards. In addition, for those interconnecting via microwave facilities, transmitter/receiver equipment may be located in the multiplexing node, or in a separate location inside or on the exterior of the building as determined by the Telephone Company.
1.	The CLEC shall not place in its multiplexing node equipment that is designed exclusively for switching or enhanced services and that is not necessary for interconnection.
I.	A standard Telephone Company central office toll transmission environment is provided for any CLEC equipment deployed in a Telephone Company central office. Requests for additional conditioning will be evaluated on a case by case basis.

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.2	Deployment Requirements
J.	All CLEC equipment to be installed in or on the exterior of Telephone Company central offices must either be on the Telephone Company's list of compliant products, or equipment that is demonstrated as complying with the appropriate technical specifications. Upon receipt of a Collocation request, the Telephone Company will make available at cost any Telephone Company specific documentation required.
K.	The Telephone Company and the CLEC agree to work cooperatively to develop an equipment layout that complies with the equipment specification and to minimize space requirements.
L.	Where the CLEC intends to modify, move, replace or add to equipment or facilities within or about the multiplexing node, roof space or transmitter/receiver space(s) and requires special consideration (e.g., use of freight elevators, loading dock, staging area, etc.), the CLEC must request and receive written consent from the Telephone Company. Such consent will not be unreasonably withheld. The CLEC shall not make any changes from initial installation in terms of the number of transmitter/receivers, type of radio equipment, power output of transmitters or any other technical parameters without the prior written approval of the Telephone Company.
M.	All work performed by the CLEC must comply with the requirements specified in NIP-74166, Issue No. 1.
N.	Prior to installation of the CLEC's facilities or equipment for microwave interconnection, the CLEC must obtain at its sole cost and expense all necessary licenses, permits, approvals, and/or variances for the installation and operation of the equipment and particular microwave system, and when applicable for any towers or support structures, as may be required by authorities having jurisdiction.
O.	The CLEC will be responsible for installing, maintaining, repairing and servicing its equipment located in the central office physical collocation node. In areas where the Telephone Company uses contractors to construct the collocation node, the CLEC may have the option of directly contracting with Telephone Company approved vendors to do the construction. This construction is limited to the multiplexing node itself, the door and associated superstructure and AC electrical requirements dedicated to the multiplexing node.
1.	Prior to beginning installation work, the CLEC must provide notice, in writing, to the Telephone Company indicating acceptance of the collocation node work.

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.2	Deployment Requirements
P.	The CLEC shall have the right to use a portion of the central office(s) and loading areas, if available, on a temporary basis during the CLEC's equipment installation work in the multiplexing node. The CLEC is responsible for protecting the Telephone Company's equipment and central office flooring within the staging area and along the staging route. The CLEC will store equipment and materials within the multiplexing node when work is not in progress (e.g., overnight). No storing of equipment and materials overnight will be permitted in the staging area. The CLEC will meet all the Telephone Company's fire, safety and housekeeping requirements. This temporary staging area will be vacated and delivered to the Telephone Company in a broom-clean condition upon completion of its installation work.
Q.	Method of procedures detailing the installation work to be performed by the CLEC shall be completed by the CLEC on all physical collocation equipment installation. The method of procedures shall be agreed upon and signed by a Telephone Company representative and a CLEC representative prior to the beginning of any installation effort within the multiplexing node or common area. The CLEC shall prominently display the signed method of procedures at the multiplexing node while performing any installation functions.

2.2.3	Point of Termination
A.	The Telephone Company will designate a POT on cross connect frames or similar devices as the point(s) of physical demarcation between the CLEC's facilities and the Telephone Company's facilities. The cross connect frames where the POT(s) are located will be provided at or near the multiplexing node. The CLEC will provide and be responsible for installing and maintaining the connection cabling and associated cross connections between the multiplexing node and the POT. The Telephone Company will provide and be responsible for installing and maintaining all facilities on the Telephone Company's side of the POT.
B.	The CLEC must select from the following options regarding the termination of its facilities at its multiplexing node. The CLEC is limited to only one option per multiplexing node.
1.	**Option 1**—The Telephone Company will provide the POT bay in a common area located at or near the multiplexing node.
2.	**Option 2**—The CLEC will provide the POT bay, which the Telephone Company will own, install and maintain in a common area located at or near the multiplexing node.
3.	**Option 3**—The CLEC will provide the POT bay inside the multiplexing node and will be responsible for installing and maintaining all facilities at the POT bay. The Telephone Company will deliver the cross connect cable to the multiplexing node with sufficient length to allow the CLEC to bring it into the multiplexing node and terminate it on the POT bay.

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.4	Minimum Floor Space Requirements/Anti-Warehousing
A.	The Telephone Company will designate the floor and cable space within each central office which will constitute the multiplexing node.
B.	A standard size multiplexing node is either 25, 100 or 300 square feet per central office. Additional space is available in 20 square foot increments for 100 square foot multiplexing nodes or larger, where feasible. A CLEC with a multiplexing node in a Telephone Company central office may request that space in 100 square increments be reserved in the same central office. If space is available, the Telephone Company will reserve the space for the CLEC until such time as the Telephone Company requires the reserved space. If the Telephone Company requires the reserved space, it will notify the CLEC and the CLEC must file an application for the space within thirty business days.

2.2.5	Safety and Security Measures
A.	The Telephone Company will permit the CLEC's employees, agents and contractors approved by the Telephone Company to have access to the areas where the CLEC's multiplexing node is located for installation and routine maintenance, provided that the CLEC employees, agents and contractors comply with the policies and practices of the Telephone Company pertaining to fire, safety and security. The Telephone Company will also permit all approved employees, agents and contractors of CLECs to have access to the CLEC's cable and associated equipment (e.g., repeaters). This will include access to riser cable, cableways, and any room or area necessary for access. The reasonable use of shared building facilities (e.g., elevators, unrestricted corridors, designated restrooms, etc.) will be permitted.
B.	The CLEC agrees to abide by all Telephone Company security practices for CLEC employees/agents with access to the Telephone Company's central offices as described in the Telephone Companies collocation security guidelines which will be provided upon request.
C.	The CLEC will supply the Telephone Company with a list of its employees or approved vendors who require access. The list will include social security numbers of all such individuals or an alternative form of identification as specified by the Telephone Company. All individuals must be U.S. citizens where required by law or regulation.

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.5 Safety and Security Measures	
D.	The Telephone Company will provide the CLEC with non-employee identification badge applications. The CLEC will provide the Telephone Company with completed applications and two passport-sized photos for each CLEC employee who requires access. The CLEC employee/vendor must display identification badges at all times while on Telephone Company property. This badge will permit access to the location of the CLEC's multiplexing node in the central office. The Telephone Company will also issue access cards to each listed employee/vendor where access card systems are available. All badges/access cards must be returned upon termination of this arrangement. The CLEC is responsible for notifying the Telephone Company of any lost or stolen identification badges or access cards, and is responsible for returning the badges/access cards issued to individuals that are no longer employed or engaged by the CLEC.
E.	The Telephone Company reserves the right to revoke any identification badge and access card of any CLEC employee or agent found in violation of these guidelines.
F.	Where the CLEC provides the security device for its multiplexing node, the CLEC will provide the Telephone Company with direct access to the node in the event of an emergency and to perform its equipment inspection activities, prior to the installation of any such security devices. All security devices must be approved by the Telephone Company.
G.	During the construction phase, the CLEC may schedule one escorted visit to its collocation space, subject to appropriate charges.
H.	During the installation phase, or for subsequent maintenance, the CLEC or its approved vendor will have access to its multiplexing node and any room or area where the CLEC is installing equipment (i.e., roof tops). The CLEC may be escorted in areas outside its multiplexing collocation node by qualified Telephone Company employees for these occasions, subject to the appropriate charges.
I.	Where special construction is required, the CLEC will have access at the commencement, middle and end of construction. If additional access is requested, it will be provided to the CLEC subject to the appropriate charges.
J.	In the event of work stoppages, separate entrances will be established for the CLEC, where possible. When separate entrances are not available, the Telephone Company will provide CLEC employees the same access that it provides to its management employees. Failure to provide such separate entrances shall not render the Telephone Company liable for any claim for damages.
K.	The CLEC agrees that its employees/vendors with access to Telephone Company central offices shall at all times adhere to the rules of conduct established by the Telephone Company for the central office and the Telephone Company's personnel and vendors. The Telephone Company reserves the right to make changes to such procedures and rules to preserve the integrity and operation of the Telephone Company's network or facilities or to comply with applicable laws and regulations. The Telephone Company will provide the CLEC with written notice of such changes.

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.5	Safety and Security Measures
L.	Radio frequency radiating devices (e.g., walkie-talkies, cellular phones, etc.) are not permitted to be used in the Telephone Company central offices/serving wire centers, access tandems, or remote nodes.
M.	The CLEC will be required to sign a confidentiality agreement prior to being permitted to enter the Telephone Company central office.
N.	The Telephone Company reserves the right to provide a Telephone Company employee to accompany and observe at the CLEC's requested time of entry to the central office at no cost to the CLEC. In those central offices where other security measures are not yet in place, the Telephone Company will, at its discretion, require an escort at no cost to the CLEC.
O.	CLECs will have access to their collocated equipment twenty-four hours a day, seven days a week, without a security escort except as noted in Section 2.2.5N. Unless an emergency exists (e.g., equipment failure, service outage or environmental alarm), the CLEC shall provide the Telephone Company with notice of no less than thirty minutes for a manned Telephone Company premises and sixty minutes for an unmanned Telephone Company premises prior to dispatching a CLEC employee or agent to the collocation arrangement.
P.	Where applicable, the Telephone Company will provide information to the CLEC on the specific type of security training required so the CLEC's employees can complete such training.

2.2.6	Repair and Maintenance
A.	The CLEC will be responsible for notifying the Telephone Company of significant outages which could impact or degrade the Telephone Company's switches and services, and provide estimated clearing time for restoral.
B.	The CLEC is responsible for coordinating with the Telephone Company to ensure that services are installed in accordance with the service request. Before beginning any delivery, installation, replacement or removal work for equipment and/or facilities located within the CLEC's multiplexing node, the CLEC must obtain the Telephone Company's written approval of the CLEC's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. The Telephone Company may request additional information before granting approval and may require scheduling changes. Such approval will not be unreasonably withheld.
C.	The CLEC is responsible for testing, if necessary, with the Telephone Company to identify and clear a trouble when the trouble has been sectionalized (isolated) to a CLEC provided service. The CLEC is responsible for providing trouble report status when requested.

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.6	Repair and Maintenance
D.	The CLEC must pay a service charge whenever the Telephone Company personnel are required to identify a trouble as being on the CLEC's side of the POT (e.g., in the connection cabling or associated cross connection, or CLEC antenna and associated microwave equipment).

2.2.7	Damage to the Multiplexing Node
A.	If the multiplexing node or any part thereof shall be damaged by fire or other casualty, the CLEC shall give immediate notice thereof to the Telephone Company. Tariff regulations will remain in full force and effect unless otherwise specified herein.
B.	If the multiplexing node, roof space or transmitter/receiver space and/or associated cable space, is partially damaged or rendered partially unusable by fire or other casualty not caused by the CLEC, the damages thereto shall be repaired by and at the expense of the Telephone Company (not including damages to the CLEC- owned equipment within the multiplexing node). The occupancy fee, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the multiplexing node and/or associated cable, roof space and transmitter/receiver space and conduit spaces which are usable.
C.	If the multiplexing node, cable space, roof space, transmitter/receiver space or conduit space is totally damaged or rendered wholly unusable by fire or other casualty not caused by the CLEC, then the occupancy fees shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the space shall have been repaired and restored by the Telephone Company, subject to the Telephone Company's right to elect not to restore the same as provided in Section 2.2.8D.
D.	If the multiplexing node, cable space, roof space, transmitter/receiver space or conduit space is rendered wholly unusable through no fault of the CLEC, or if the building shall be so damaged that the Telephone Company shall decide to demolish it or to rebuild it (whether or not the premises are damaged in whole or in part), the Telephone Company may elect to terminate this arrangement. Written notice to the CLEC shall be given within ninety days after such fire or casualty specifying a date for the expiration of the arrangement, which date shall not be more than sixty days after the giving of such notice.
1.	The CLEC shall forthwith quit, surrender and vacate the premises without prejudice to the Telephone Company's rights and remedies against the CLEC. Any occupancy fee owing shall be paid up to such date and any payments of occupancy fee made by the CLEC which were on account of any period subsequent to such date shall be returned to the CLEC

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.7 Damage to the Multiplexing Node	
D.	(Continued)
2.	Unless the Telephone Company shall serve a termination notice as provided for herein, the Telephone Company shall make the repairs and restorations subject to delays due to adjustment of insurance claims, labor troubles and causes beyond the Telephone Company's reasonable control.
3.	After any such casualty, the CLEC shall cooperate with the Telephone Company's restoration by removing from the multiplexing node and other associated space as promptly as reasonably possible, all of the CLEC's salvageable inventory and movable equipment, furniture and other property.
4.	The CLEC's liability for occupancy fees shall resume either upon occupancy by the CLEC or thirty days after written notice from the Telephone Company that the multiplexing node, cable space, roof space or transmitter/receiver space or conduit space is restored to a condition comparable to that existing prior to such casualty.

2.2.8 Reclamation of Space/Right to Terminate or Rearrange	
A.	The Telephone Company shall have the right, upon six month's notice or a shorter period if required by law as determined by the Telephone Company, to reclaim any multiplexing node transmitter/receiver space, roof space, cable space or conduit in order to fulfill its obligations under state and federal laws and Telephone Company tariffs, to provide telecommunications services to its customers. In the event of such a reclamation, the Telephone Company will reimburse the CLEC for reasonable direct costs in connection with the removal of the CLEC's equipment.
B.	In addition, the Telephone Company shall have the right, to terminate this arrangement at any time with respect to any multiplexing node, transmitter/receiver space, roof space, and associated cable and conduit when a state commission requires the Telephone Company to move its central office when an unsafe or hazardous condition makes abandonment of a central office necessary; or when the Telephone Company makes a reasonable business decision to sell a central office due to network engineering conditions. The Telephone Company shall provide 180 days' written notice prior to such an event, unless the Telephone Company is given a lesser notice by the PUC.

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.8 Reclamation of Space/Right to Terminate or Rearrange	
C.	The Telephone Company shall have the right to terminate this arrangement at any time with respect to any multiplexing node, transmitter/receiver space, roof space and associated cable and conduit where the serving wire center premises becomes the subject of a taking by eminent authority having such power. The Telephone Company shall provide the CLEC with 180 days' written notice of such termination and negotiate a schedule by which the CLEC must proceed to have CLEC-provided equipment or property removed from the multiplexing node and associated cable and conduit, unless the Telephone Company is given a lesser notice by the authority. The CLEC shall have no claim against the Telephone Company for any relocation expenses or any part of any award that may be made for such taking that results from a termination by the Telephone Company under this provision, or any loss of business from full or partial interruption or interference due to any termination. However, nothing herein shall be construed as preventing a CLEC from making its own claim against the eminent authority ordering the taking of the central office.
D.	The Telephone Company will bear only the costs of relocating the multiplexing node enclosure, point of termination and associated Telephone Company cabling, and Telephone Company supplied microwave associated cabling, equipment and structures. The CLEC will be responsible for relocating its equipment, multiplexing equipment, facilities and any other property. The CLEC and the Telephone Company will work together in good faith to minimize any disruption of the CLEC's services as a result of such relocation.
E.	Should the Telephone Company need to install additional facilities to any conduit system in which the CLEC occupies conduit for the purpose of meeting the Telephone Company's own service requirements or for providing for physical collocation for another CLEC, the Telephone Company will, after notifying the CLEC of the additional occupancy, rearrange the CLEC's facilities in the conduit system as reasonably determined by the Telephone Company, so that the additional facilities of the Telephone Company or other CLEC may be accommodated.
F.	In an emergency, the Telephone Company reserves the right to rearrange a CLEC's facilities occupying a conduit, manhole, cable vault, roof space, transmitter/receiver space, riser system or cable support structure. The Telephone Company will use reasonable efforts to notify the CLEC prior to rearranging a CLEC's facilities. If such emergency is a result of the CLEC's occupancy of space under these provisions or as a result of any act or omission on the part of the CLEC, its employees, agents or vendors, the CLEC will be charged for such rearrangement.
G.	Should the CLEC wish to move equipment from one location to another, the CLEC will be responsible for removing and transporting its equipment to the new site and installing it. The Telephone Company will treat the relocation as a new installation.

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.8 Reclamation of Space/Right to Terminate or Rearrange.	
H.	The Telephone Company shall have the right to reassign space with respect to any multiplexing node and associated cable and conduit where the multiplexing node is not efficiently used within a reasonable amount of time. Efficiently used means that substantially all of the floor space is taken by the equipment as specified above, metal storage cabinets or work surfaces as needed to provide service or when used in connection with roof space and transmitter/receiver space, and that the CLEC's facilities occupying such space are in operation for substantial periods of time each month. The determination as to whether or not these criteria are met is solely within the reasonable judgment of the Telephone Company. If the space is needed to accommodate another CLEC or the Telephone Company's service, the Telephone Company will take back from the CLEC, space that is not being efficiently used. The CLEC will have one-hundred and eighty days from notice by the Telephone Company to vacate the portion of such space which is not being efficiently used. The Telephone Company shall provide six months notice of its intent to reassign space.
I.	In addition, if a notice of reclamation is served, the aggrieved CLEC will be given ten days from receipt of the notice to apply to the PUC for relief, upon good cause shown. The CLEC shall be responsible for any outstanding fees, rates and charges in existence at such time.
J.	The subsequent CLEC shall be responsible for any costs directly attributable to the reclaiming of the space previously assigned to the existing CLEC.
K.	Upon termination of the CLEC's collocation arrangement or any twenty-five square foot portion thereof, the CLEC must remove its equipment from that space within thirty days. Upon removal by the CLEC of all its equipment from the multiplexing node area or portion thereof, the CLEC must restore that multiplexing node area to its original condition at time of occupancy. Due to physical and technical constraints, removal of cable is at the Telephone Company's option. If the CLEC fails to remove its equipment within thirty days, the Telephone Company may elect, at its option, to remove the equipment at the CLEC's expense.

2.2.9 Provisions for Other Services	
A.	The CLEC may order from the Telephone Company business message rate service in accordance with the provisions of NHPUC No. 83, for its own internal use and the expressed purpose of administrative lines within the multiplexing node. The CLEC may order additional administrative lines or circuits for the expressed use of directly supporting the network maintenance and administration functions for the collocation equipment within the multiplexing node.

2. Physical Collocation
2.2 Responsibility of the Telephone Company

2.2.10	Cabling
A.	The Telephone Company is responsible for the installation and maintenance of the CLEC-provided fiber optic cable from the entrance manhole zero and for the CLEC-provided fiber optic feeder cable in the conduit.
B.	The Telephone Company will extend the CLEC's fiber optic cable to the cable vault, will splice the cable to the CLEC provided fire retarding riser cable and will deliver it to the CLEC's multiplexing node subject to the appropriate charges.
1.	The Telephone Company is responsible for installing and maintaining the splice in the cable vault.

2. Physical Collocation
2.3 Responsibility of the CLEC

2.3.1	Cabling
A.	The CLEC is responsible for procuring, installing and maintaining all cables from the CLEC premises to manhole zero.
B.	The CLEC is responsible for providing, installing and maintaining the connection cable and any associated equipment which may be required (e.g., repeaters) between the collocated node and the POT.

2.3.2	Ordering Service
A.	The CLEC must request physical collocation arrangements through its Telephone Company point of contact. Completed applications for collocation must be sent directly to the Telephone Company Collocation project manager at the following address:
1.	Collocation Project Manager–Verizon, 125 High Street, Room 1134, Boston, MA 02110.

2.3.3	Safety and Technical Standards
A.	The CLEC's facilities shall not physically, electronically, or inductively interfere with the Telephone Company's or other CLEC's facilities and must comply with the appropriate technical specifications.

2.3.4	Insurance
A.	The CLEC shall, at its sole cost and expense, procure, maintain, pay for and keep in force the following insurance, underwritten by insurance companies licensed to do business in the State of New Hampshire having a best insurance rating of at least AA-12.
1.	Comprehensive general liability coverage on an occurrence basis in an amount of two million dollars combined single limit for bodily injury and property damage, with a policy aggregate of two million dollars. Said coverage shall include the contractual, independent contractors' products/completed operations, broad form property and personal injury endorsements.
2.	Umbrella/excess liability coverage in an amount of five million dollars excess of coverage contained in the general liability policy.
3.	All risk property coverage on a full replacement cost basis insuring all of the CLEC's real and personal property situated on or within the Telephone Company's locations. The CLEC may also elect to purchase business interruption and contingent business interruption insurance.
4.	Statutory workers' compensation coverage; and employer's liability coverage in an amount of two million dollars.

2. Physical Collocation
2.3 Responsibility of the CLEC

2.3.4 Insurance	
B.	The Telephone Company shall be named as an additional insured on all applicable policies as specified in general liability and excess liability policies, and shall be named as loss payee (as its interest may appear) on all applicable risk property policies.
C.	The limits governing the general and excess liability provisions above may be increased by the Telephone Company from time to time upon prior written notice, to at least such minimum limits as shall then be customary with respect to comparable situations within the existing Telephone Company buildings.
D.	All policies purchased by the CLEC shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the Telephone Company.
E.	All insurance must be in effect on the occupancy date and shall remain in force as long as the CLEC's facilities remain within any spaces governed by the arrangement. If the CLEC fails to maintain the coverage, the Telephone Company may pay the premiums thereon and seek reimbursement of same from the CLEC. The CLEC shall arrange for the Telephone Company to receive thirty days advance notice of cancellation, modification, or renewal of the policy from the CLEC's insurance company. Notices should be forwarded to the following Telephone Company contact at the following location.
1.	Collocation Project Manager–Verizon, 125 High Street, Room 1134, Boston, MA 02110.
F.	The CLEC must also conform to the same recommendation made by the Telephone Company's insurance companies to which the Telephone Company has already agreed or to which it shall hereafter agree.
G.	Nothing contained herein shall relieve the CLEC from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in full force and collectible to the extent permitted by law, the Telephone Company and the CLEC each hereby releases and waives all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise.
1.	The foregoing release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance and also, provided that such a policy can be obtained without additional premiums. The CLEC acknowledges that the Telephone Company will not carry insurance on the CLEC's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by the CLEC and agrees that the Telephone Company will not be obligated to repair any damage thereto or replace the same.

2. Physical Collocation
2.3 Responsibility of the CLEC

2.3.4	Insurance
H.	**Self Insurance**—If the CLEC's net worth exceeds one-hundred million dollars, the CLEC may elect to self insure in lieu of obtaining any of the insurance required as specified in Section 2.3.4. If the CLEC self insures, the CLEC shall furnish to the Telephone Company, and keep current, evidence of such net worth that is attested to by one of the corporate officers. If the CLEC self insures, the CLEC shall release, indemnify, and hold the Telephone Company (and the Telephone Companies affiliates and personnel) harmless against all losses, costs (including reasonable attorney fees), damages, and liabilities resulting from claims (including without limitation claims alleging negligence or breach of contract by the Telephone Company or by Telephone Company affiliates and personnel) that would have been within the scope of such insurance had the vendor not elected to self insure.

2.3.5	Inspections
A.	The CLEC is responsible for providing a contact number that is readily accessible twenty-four hours a day, seven days a week. The CLEC will provide emergency access to its multiplexing node and transmitter/receiver space at all times to allow the Telephone Company to react to emergencies, to maintain the space (where applicable) and to ensure compliance with OSHA/Telephone Company regulations and standards related to fire, safety, health, and environmental safeguards. In the event the Telephone Company is required to access the CLEC's multiplexing node on an emergency basis, the Telephone Company will notify the CLEC of such access within twenty-four hours.
B.	The Telephone Company has the right to inspect the completed installation of the CLEC's equipment and facilities. In addition, the Telephone Company may con- duct up to twelve routine inspections per year of all or portions of the CLEC's facilities, to determine that occupancies are authorized and installed and maintained in conformance with the required standards. The Telephone Company will provide the CLEC with fifteen days advance notice of non-emergency inspections and the CLEC shall have the right to be present at the time of inspection. The Telephone Company will notify the CLEC in writing of any outside agency inspection unless the Telephone Company is not notified in time; in such cases the Telephone Company will notify the CLEC as soon as reasonably possible. The CLEC shall have the right to be present at the time of inspection by the outside agency unless the Telephone Company is not notified in advance of such inspections. The CLEC will be charged for such inspections if the Telephone Company finds a violation of these terms and conditions. Applicable time and material charges associated with such inspection will apply.

2. Physical Collocation
2.3 Responsibility of the CLEC

2.3.5 Inspections	
C.	If at any time the Telephone Company reasonably determines that the CLEC's facilities or equipment or the installation of the CLEC's facilities or equipment do not meet the required standards, the CLEC will be responsible for the costs associated with the removal of such facilities or equipment or modification of the facilities or equipment or installation thereof to establish compliance. If the CLEC fails to correct any noncompliance with these standards within fifteen days' written notice to the CLEC, the Telephone Company may have the facilities or equipment removed or the condition corrected at the CLEC's expense.
D.	If at any time the Telephone Company reasonably determines that the CLEC's facilities or equipment or the installation of the CLEC's facilities or equipment do not meet the required standards, the CLEC will be responsible for the costs associated with the removal of such facilities or equipment or modification of the facilities or equipment or installation thereof to establish compliance. If the CLEC fails to correct any noncompliance with these standards within fifteen days' written notice to the CLEC, the Telephone Company may have the facilities or equipment removed or the condition corrected at the CLEC's expense.
1.	When such conditions do not pose an immediate threat to the safety of the Telephone Company's employees, interfere with the performance of the Telephone Company's service obligations, or pose an immediate threat to the physical integrity of the conduit system or the cable facilities of the Telephone Company, the Telephone Company will provide the CLEC fifteen days written notice to correct the condition.
2.	When such conditions pose an immediate threat to the safety of the Telephone Company's employees or others, interfere with the performance of the Telephone Company's service obligations, or pose an immediate threat to the physical integrity of the roof, the walls or the cable facilities of the Telephone company, the Telephone Company may perform such work and/or take such action that the Telephone Company deems necessary without prior notice to the CLEC.
3.	The CLEC is responsible for time and material charges associated with the cost of this work and/or actions.
E.	The CLEC is responsible for engineering the power consumption in its collocation arrangements and therefore must consider any special circumstances in determining the fused capacity of each feed. The Telephone Company will engineer the power feeds to the collocation arrangement in accordance with industry standards based upon requirements ordered by the CLEC in its collocation application. Any subsequent orders to increase the DC power load at a collocation arrangement must be submitted on a collocation application. The Telephone Company reserves the right to perform random inspections to verify the actual power load being drawn by a collocation arrangement. At any time, without written notice, the Telephone Company may measure the DC power drawn at an arrangement by monitoring the power distribution point. (N)
1.	If the inspection reveals that the power being drawn does not exceed the total number of load amps ordered, no further action will apply. (N)

2. Physical Collocation
2.3 Responsibility of the CLEC

2.3.5 Inspections		
E.	(Continued)	
2.	If the inspection reveals that the power being drawn is greater than 100% and up to 110% of the total number of load amps ordered, the Telephone Company will provide the CLEC with written notification, by certified US mail to the person designated by the CLEC to receive such notice, that more power is being drawn than was ordered. Within five business days of the date of notification, the CLEC must reduce the power being drawn to match its ordered load or revise its power requirement to accommodate the additional power being drawn. Failure to reduce the power being drawn or submit a revised application within the five business days will result in an increase in the amount of power being billed to 110% of the power ordered in the application on file.	(N)
3.	If the inspection reveals that the power being drawn is greater than 110% of the total number of load amps ordered, that arrangement is subject to the following treatment.	
a.	The Telephone Company will provide the CLEC with written notification, by certified US mail to the person designated by the CLEC to receive such notices, that it has exceeded its ordered power.	
b.	The Telephone Company will assess the miscellaneous collocation power service charge for performing this inspection.	
c.	The Telephone Company will bill the CLEC to the full fused capacity for each of the next six bill periods following the inspection.	
d.	After six months of full fused capacity billing, and upon receipt of an application to revise the power required at that arrangement, the Telephone Company will adjust the billing to reflect the CLEC's revised power requirement. In the event that a revised application is not submitted, billing at full fused capacity will continue until a revised application is received.	
e.	Within 15 business days of the date of notification, the CLEC must submit a non-scheduled attestation of the power being drawn at each of its remaining collocation arrangements. Failure to submit this non-scheduled attestation will result in the application of the miscellaneous collocation power service charge for any subsequent DC power inspections the Telephone Company performs prior to receipt of the next scheduled attestation. Scheduled attestations are defined in Section 2.3.5F.	
4.	In those instances where the Telephone Company needs access to the collocation arrangement to make these measurements, the Telephone Company will schedule a joint meeting with the CLEC.	(N)

2. Physical Collocation
2.3 Responsibility of the CLEC

2.3.5 Inspections

F. **Scheduled Attestations**—Annually, the CLEC must submit a written statement signed by a responsible officer of the company which attests that it is not exceeding the total load of power as ordered on the collocation application. This attestation, which must be received by the Telephone Company no later than the last day of June, shall individually list all of the CLEC's completed collocation arrangements provided by the Telephone Company in all of its operating territories. If the CLEC fails to submit this written statement by the last day in June, the Telephone Company will notify the CLEC in writing that it has 30 days to submit its power attestation. Failure to submit the required statement within the 30 day notice period will result in the billing of DC power at each collocation arrangement to be increased to the total number of amps fused. (N)

2. Physical Collocation
2.3 Responsibility of the CLEC

2.3.6 Technical Specifications		(X)
A.	CLEC equipment which is not on the Telephone Company's list of approved products for central office equipment, must fully comply with NEBS, GR-63-CORE, GR-1089-CORE, IP-72201, workmanship requirement profile and the Telephone Company's central office, engineering, environmental and transmission standards as they relate to fire, safety, health, environmental safeguards, or interference with the Telephone Company's services or facilities.	(X)
B.	CLEC equipment and installation of the CLEC's equipment must also comply with IP-72201. All CLEC entrance facilities and splices must comply with GR-20-CORE, NX620020912NY, NX620020911NY, NX620020913NY, and NY620020910NY, as they relate to fire, safety, health, environmental safeguards or interference with Telephone Company services or facilities.	
C.	CLEC facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current edition of NIP -74171, NEC, NESC, OSHA, and any governing authority having jurisdiction.	
D.	The equipment located in, on or above the exterior walls or roof of the Telephone Company's building must either be on the Telephone Company's list of approved products or comply with GR-63-CORE, GR-1089-CORE and NIP-74171. This equipment must also fully comply with IP-72201, and central office engineering environmental and transmission standards as they relate to fire, safety, health, environmental safeguards, or interference with Telephone Company service or facilities.	
E.	Where a difference may exist in the technical specifications, the more stringent shall apply.	
F.	The Telephone Company reserves the right to remove facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or GR-1089-CORE.	
G.	CLEC equipment must conform to the same specific risk/safety/hazard standards which the Telephone Company imposes on its own central office equipment as defined in RNSA-NEB-95-0003, revision 8 or higher. CLEC equipment is not required to meet the same performance and reliability standards as the Telephone Company imposes on its own equipment as defined in RNSA-NEB-95-003, revision 8 or higher.	
H.	The CLEC may install equipment that has been deployed by the Telephone Company for five years or more with a proven safety record.	

2. Physical Collocation
2.4 Joint Planning and Implementation

2.4.1	Description
A.	If space is available, the Telephone Company will provide to the CLEC a collocation schedule describing the Telephone Company's ability to meet the physical collocation request within fifteen business days. If the application is deficient, the Telephone Company will specify in writing, within five business days, the information that must be provided by the CLEC in order to complete the application. Upon receipt of a completed application, the collocation schedule will include the costs for normal space conditioning (i.e., 25, 100 or 300 square foot nodes) work, along with an estimate for any applicable special construction charges. Work required, or requested, by the CLEC after the initial installation will be handled on an ICB basis.
B.	The CLEC shall have thirty days from receipt of a Telephone Company provided collocation schedule to pay an additional 25% of the normal space conditioning costs plus 50% of the estimated amount of any applicable special construction charges in order for the Telephone Company to continue work. The Telephone Company will calculate costs on a fully allocated time and materials basis, for any agreed special construction work undertaken on behalf of the CLEC, and vendor charges. Occupancy for all spaces will be granted upon completion of the normal space conditioning work, including cut-down of Telephone Company cabling at the POT based on the requested DS3, DS1, and VG interconnections identified by the CLEC in the application for collocation.
C.	Prior to the CLEC beginning the installation of its equipment, the CLEC must sign the Telephone Company work completion notice, indicating acceptance of the multiplexing node construction work and providing the Telephone Company with a security fee. Payment is due within thirty days of bill date. The CLEC may not install any equipment or facilities in the multiplexing node until after the receipt by the Telephone Company of the Telephone Company work completion notice and any applicable security fee.
D.	Occupancy for all spaces will be granted upon completion of the multiplexing node construction work. The Telephone Company will begin billing all fees (except for special construction charges) commencing on the occupancy date or thirty days after written notice from the Telephone Company.
E.	The Telephone Company will make a reasonable effort to place collocation node arrangements in areas of the central office requiring the minimum amount of site preparation cost possible, where space is available. In the event that demand for collocation nodes necessitates the construction of a separate room, or conditioned central office space is not available then the Telephone Company will assess special construction charges to recover the Telephone Company's costs for special construction work.

2. Physical Collocation
2.4 Joint Planning and Implementation

2.4.1	Description
F.	The CLEC will be responsible for any nonrecurring costs incurred by the Telephone Company for special construction. Such costs will be calculated on a time and materials basis (refer to Section 2.5.8).
1.	Special construction charges will be billed to the CLEC on a first installment and final bill basis. The Telephone Company will bill the CLEC for a first installment which equates to 50% of the total estimate of the charges. Payment of the first installment is due prior to the commencement of the actual construction. A final bill will be rendered based on the actual costs and charges incurred by the Telephone Company. The final bill is to be paid by the CLEC within 30 days of the bill date, but no sooner than the Telephone Company's completion of the actual construction.
2.	The Telephone Company will render a final bill to reconcile any special construction charge estimates with the actual charges when those charges become known.

2.4.2	Space Limitations	
A.	When space is unavailable for physical collocation, the Telephone Company will post a list of all such sites on its website and will update the list within ten calendar days of the date at which a central office runs out of collocation space.	(C)
B.	When sufficient space is not available to accommodate a Physical Collocation request at a Telephone Company central office, the Telephone Company will allow CLECs to tour the entire premises, without charge, within an additional ten calendar days of the tour request upon signing a confidentiality agreement. Where requests from multiple CLECs are denied for the same Telephone Company central office, the Telephone Company may coordinate tours of the Telephone Company central offices with the CLECs and the PUC. Such tour will not be restricted to the room in which space was denied but may include the entire central office. The Telephone Company will provide the PUC with floor plans, future use information, etc., as may be requested by the PUC.	(C) | (C)
1.	If a Telephone Company central office has been deemed by the PUC to be space exempt due to space exhaustion, no further tours will be given unless conditions affecting space availability have changed (e.g., equipment removal) unless requested by the PUC.	
2.	The Telephone Company will provide an escort who will be able to answer questions regarding present and future use of space, and will provide construction plans for empty space upon PUC request.	

2.4.3	Removal of Obsolete Equipment
A.	Upon reasonable request of a CLEC or upon the order of the PUC, the Telephone Company will remove obsolete unused equipment.

2. Physical Collocation
2.4 Joint Planning and Implementation

2.4.3	**Removal of Obsolete Equipment**
B.	The Telephone Company will review requests to remove equipment on a case by case basis and will be responsible to prove to the PUC that equipment is not unused or obsolete.

2. Physical Collocation
2.5 Application of Rates and Charges

2.5.1 Application Fee	
A.	For establishment of a multiplexing node the CLEC is responsible to pay 25% of the applicable NRC.

2.5.2 Space Conditioning	
A.	Space conditioning charges apply based on the square footage of the actual node (i.e., 25 sq.ft., 100 sq.ft., 300 sq.ft.). An additional square foot charge applies per each 20 square feet added to the 100 sq. ft. node arrangement.

2.5.3 Occupancy	
A.	**Building Expense**—The monthly rate applies per square foot.
B.	**POT Bay Frame**
1.	The POT bay frame NRC applies for the investment and/or the installation of the POT bay frame in accordance with the following option chosen by the CLEC. An NRC does not apply when the CLEC purchases and installs a POT bay within the confines of the CLEC multiplexing node.
a.	**Option 1**—The Telephone Company provides for the material and installation.
b.	**Option 2**—The CLEC provides the material and transfers ownership to the Telephone Company for the sum of one dollar. The Telephone Company installs the equipment.
c.	**Option 3**—The CLEC provides the material and installs the equipment within the multiplexing node.
2.	For Options 1 and 2, a monthly rate applies per bay of equipment installed in the common area.
C.	**DC Power**—Applies for the provision of –48V DC protected power required by the CLEC equipment in the multiplexing node. The power rate is assessed per load amp based on the total number of load amps ordered on each feed (greater than 60 amps, or less than or equal to 60 amps). (C) (C)

2.5.4 Service Access Charge (SAC)	
A.	**SAC POT Bay Termination**Applies per termination and is used for the connection of the Telephone Company POT bay to the Telephone Company equipment location(s). It is assessed on a per termination basis and is added coincident with connection of each unbundled network element to the collocation arrangement. This rate applies when the Telephone Company provides the POT bay.

2. Physical Collocation
2.5 Application of Rates and Charges

2.5.4	Service Access Charge (SAC)
B.	**SAC Cable and Frame Termination**—Applies per termination and is used for the connection of the Telephone Company cables and frame terminations. It is assessed on a per termination basis and is added coincident with connection of each unbundled network element to the collocation arrangement.

2.5.5	Cable Placement and Splicing
A.	Hourly rates apply per Telephone Company technician/engineer, for pulling the cable from manhole zero to the splice point. The technician's/engineer's time is multiplied by the appropriate labor rates contained in Part M.
B.	Time and materials charges also apply for conduit and the cable rack associated with cable pull and splice work when the cable is extended from manhole zero to the multiplexing node.
C.	When contracted outside labor is provided in association with cable pull and splice work (e.g., police), the Telephone Company will bill the CLEC for all such labor charges which may be incurred.

2.5.6	Escorting
A.	NRCs apply when a CLEC requests an escorted visit to its collocation space during the construction phase.
B.	NRCs apply when a CLEC requires escorted access to the Telephone Company premises that is outside the secured access to the multiplexing node.
C.	When the Telephone Company provides a qualified representative to accompany a CLEC in all manhole locations, time and materials charges apply.

2.5.7	Conduit
A.	Conduit fees apply from the serving wire center manhole to the collocated customers cage for the conduit and the conduit space. Charges apply monthly, per foot/per duct and per half duct.

2.5.8	Prorating of Special Construction Charges
A.	The CLEC will be responsible for any nonrecurring costs incurred by the Telephone Company for special construction. Such costs will be calculated on a time and materials basis and passed through dollar-for-dollar to the CLEC. When appropriate, special construction charges will be prorated to CLECs based upon the relationship of their assigned square footage to the total assignable square feet made available through the special construction project.

2. Physical Collocation
2.5 Application of Rates and Charges

2.5.9	Taxes
A.	The CLEC is responsible to reimburse the Telephone Company for any taxes that are levied except for income taxes on the Telephone Company resulting from transactions associated with physical collocation.

2.5.10	Site Survey/Report Fee
A.	An NRC applies per request, per central office. If a CLEC submits an application for physical collocation within thirty days of receipt of the site/survey report, 50% of this fee will be applied to the CLEC's application fee.

2.5.11	Security Access Cards
A.	An NRC applies per five cards.

2.5.12	Miscellaneous Collocation Power Service Charge	(N)
A.	Whenever the Telephone Company is required to perform work on a collocation arrangement as a result of a CLEC's order for a reduction in power requirements (e.g., change in fuse size), the Telephone Company will assess an NRC. The NRC applies for the first half hour (or fraction thereof) and each additional quarter hour (or fraction thereof) per technician, per occurrence. The NRC is the same as that specified for escort under Part M, Section 5.2.6 of this tariff. If a CLEC orders a power reduction prior to June 5, 2001, where only a change in the fuse size is necessary, the Telephone Company will waive this NRC. This rate will also apply when the Telephone Company performs power inspections revealing a violation.	
B.	If a CLEC orders a change in the power configuration requiring new –48V DC power feeds to the collocation arrangement, the Telephone Company will assess an NRC. In addition, if a CLEC's order for a reduction in DC power triggers the deployment of power cabling to a different power distribution point, the Telephone Company will assess an NRC. The Telephone Company will work cooperatively with the CLEC to configure the new power distribution cables and disconnect the old ones.	
1.	The NRC applies for the first half hour (or fraction thereof) and each additional quarter hour (or fraction thereof) per technician, per occurrence. The NRC is the same as that specified for escort under Part M, Section 5.2.6 of this tariff.	(N)

4. Issuance, Payment and Crediting of Customer Bills
4.1 Responsibility of the Telephone Company

Rates and charges for services explained herein are contained in Part M. Section 1.4.

4.1.1	Billing Convention Methods
A.	The Telephone Company shall bill on a current basis all charges incurred by and credits due to the CLEC under this tariff attributable to services established or discontinued or provided during the preceding billing period.

4.1.2	Billing Periods
A.	The billing date of a bill for a customer for service provided under this tariff is referred to as the bill day.
1.	The Telephone Company will establish a bill day each month for each CLEC account.
B.	The monthly bill rendered for accumulated usage and non-usage services includes all charges incurred during a billing period which begins as follows.
1.	From the date service was established up to and including the bill date, and
2.	From each billing period from the day after the bill date to the next successive bill date, or to the date of the termination of the service, whichever comes first.
C.	In addition to the current month's charges, the monthly bill may also include previously unbilled charges or other billing adjustments.

4.1.3	Late Payment Penalty
A.	If any portion of the payment is received by the Telephone Company after the payment date (refer to Section 4.1.4), or if any portion of the payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty shall be due to the Telephone Company.
B.	The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of the following.
1.	The highest interest rate (in decimal value) which may be levied by law for commercial transactions for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company, or
2.	0.0005 per day for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company.

4. Issuance, Payment and Crediting of Customer Bills
4.1 Responsibility of the Telephone Company

4.1.4	**Payment Date**
A.	The payment date of bills rendered to customers for service provided under this tariff is as follows.
1.	All bills rendered as set forth in Section 4.1.2 are due 31 days after the bill day or by the next bill date, whichever is the shortest interval.
2.	If such payment date falls on a Sunday or on a legal holiday which is observed on a Monday, the payment date shall be the first non-holiday day following such Sunday or legal holiday.
3.	If such payment date falls on a Saturday or on a legal holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non holiday day preceding such Saturday or legal holiday.
B.	If payment is not received by the payment date and in immediately available funds, a late payment penalty will apply.

4.1.5	**Medium of Payment**
A.	Bills are payable in immediately available funds.
1.	**Immediately Available Funds**denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, or U.S. Postal Money Orders.

4.1.6	**Customer Deposits**
A.	The Telephone Company will, in order to safeguard its interests, require a CLEC, which has a proven history of late payments to the Telephone Company or does not have established credit (except for a CLEC which is a successor of a company which has established credit and has no history of late payments to the Telephone Company), to make a deposit prior to or at any time after the provision of a service to the CLEC to be held by the Telephone Company as a guarantee of the payment of rates and charges.
B.	Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period.
C.	The fact that a deposit has been made in no way relieves the CLEC from complying with the Telephone Company's regulations as to the prompt payment of bills.
D.	At such time as the provision of the service to the CLEC is terminated, the amount of the deposit will be credited to the CLEC's account and any credit balance which may remain will be refunded.

4. Issuance, Payment and Crediting of Customer Bills
4.1 Responsibility of the Telephone Company

4.1.6	Customer Deposits
E.	At the option of the Telephone Company, such a deposit will be refunded or credited to the CLECs' account when the CLEC has established credit or after the CLEC has established a one year prompt payment record at any time prior to the termination of the provision of the service to the CLEC.
F.	In the case of a cash deposit, for the period the deposit is held by the Telephone Company, the CLEC will receive interest at the same percentage rate as that set forth in Section 4.1.3B (whichever is lower). Interest will accrue for the number of days from the date the CLEC deposit is received by the Telephone Company to and including the date such deposit is credited to the CLEC's account or the date the deposit is refunded by the Telephone Company.
G.	Should a deposit be credited to the CLEC account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the CLEC's account.

4.1.7	Billing Dispute
In the event that a billing dispute occurs concerning any charges billed to the CLEC by the Telephone Company the following regulations will apply.	
A.	The first day of the dispute shall be the date on which the CLEC furnishes the Telephone Company with the account number under which the bill has been rendered, the date of the bill and the specific items on the bill being disputed.
B.	The date of resolution shall be the date on which the Telephone Company completes its investigation of the dispute, notifies the CLEC of the disposition and, if the billing dispute is resolved in favor of the customer, applies credit for the correct disputed amount, the disputed amount penalty and/or late payment penalty as appropriate.
C.	If a billing dispute is resolved in favor of the Telephone Company, any payments withheld pending resolution of the dispute shall be subject to the late payment penalty (refer to Section 4.1.3). Further, the CLEC will not receive credit for the disputed amount of the disputed amount penalty.
D.	If a CLEC disputes a bill within three months of the payment date and pays the total billed amount on or before the payment date and the billing dispute is resolved in favor of the CLEC, the CLEC will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of payment and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth in Section 4.1.3.
E.	If a CLEC disputes a bill within three months of the payment date and pays the total billed amount after the payment date and the billing dispute is resolved in favor of the CLEC, the CLEC will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of payment and ending on the date of resolution. The late payment penalty applied to the disputed amount resolved in the CLEC's favor (refer to Section 4.1.3) will be credited.

4. Issuance, Payment and Crediting of Customer Bills
4.1 Responsibility of the Telephone Company

4.1.7	Billing Dispute
F.	If a CLEC disputes a bill within three months of the payment date and does not pay the disputed amount or does not pay the billed amount (i.e., the nondisputed and disputed amount), and the billing dispute is resolved in favor of the CLEC, the CLEC will not receive a credit for a disputed amount penalty from the Telephone Company. The late payment penalty applied to the disputed amount resolved in the CLEC's favor (refer to Section 4.1.3) will be credited.
G.	If a CLEC disputes a bill after three months from the payment date and pays the total billed amount on or before the dispute date, and the billing dispute is resolved in favor of the CLEC, the CLEC will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of dispute and ending on the date of the resolution. The credit for a disputed amount penalty shall be as set forth following. The CLEC shall not receive a credit for the late payment penalty.
H.	If a CLEC disputes a bill after three months from the payment date and does not pay the disputed amount or does not pay the billed amount (i.e., the nondisputed amount and disputed amount) and the billing dispute is resolved in favor of the CLEC, the CLEC will not receive a credit for a disputed amount penalty from the Telephone Company. However, if the CLEC pays the disputed amount or the billed amount after the date of dispute and before the date of resolution, the CLEC will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of payment and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth following. The CLEC will receive a credit for the late payment penalty, if applicable, from the Telephone Company.
1.	The late payment penalty credit shall be the disputed amount resolved in the CLEC's favor times a late payment penalty factor (refer to Section 4.1.3), for the period starting with the date of dispute and ending on the date of payment of the disputed amount or the date of resolution, whichever occurs first.
2.	The disputed amount penalty shall be the disputed amount resolved in the CLEC's favor times a penalty factor. The penalty factor shall be the lesser of the following calculations.
a.	The highest interest rate in decimal value, which may be levied by law for commercial transactions for the number of days from the first date to and including the last date of the period involved.
b.	0.0005 per day for the number of days from the first date to and including the last date of the period involved.

4.1.8	Billing Adjustments and Verification
A.	Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or major fraction of days based on a 30 day month.

4. Issuance, Payment and Crediting of Customer Bills
4.1 Responsibility of the Telephone Company

4.1.8	Billing Adjustments and Verification
B.	The Telephone Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.

4.1.9	Computation of Billed Charges
A.	When a rate as set forth in this tariff is shown to be more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

4.1.10	Additional Copies of Bills and Reports
A.	When more than one copy of a bill or a design layout for services provided under the provisions of this tariff is furnished to the CLEC, an additional charge applies for each additional copy.

4. Issuance, Payment and Crediting of Customer Bills

4.2 Reserved for Future Use

4. Issuance, Payment and Crediting of Customer Bills
4.3 Credit Allowance Conditions

4.3.1	Service Interruptions
A.	A service is interrupted when it becomes unusable to the CLEC because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the CLEC as described in Part C, Section 1.3.2. An interruption period starts when an inoperative service is reported to the Telephone Company and ends when the service is operative.
B.	No credit allowance will be made for the following interruptions or periods.
1.	Interruptions caused by the negligence of the CLEC.
2.	Interruptions of a service due to the failure of equipment or systems provided by the CLEC or others.
3.	Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated or where the CLEC or its customers, affiliates or vendors do not cooperate with the Telephone Company in the restoration of service.
4.	Interruptions of a service when the CLEC has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the CLEC prior to the release of that service. Thereafter, the applicable credit allowance for the service involved (set forth further in this section), will apply.
5.	Interruptions of a service which continue because of the failure of the CLEC to authorize replacement of any element of special construction, as set forth in NHPUC No. 83. The period for which no credit allowance is made begins on the seventh day after the CLEC receives the Telephone Company's written notification of the need for such replacement and ends on the day after receipt by the Telephone Company of the CLEC's written authorization for such replacement.
6.	Periods when the CLEC elects not to release the service for testing and/or repair and continues to use it on a impaired basis.
7.	Periods of temporary discontinuance as set forth in Section 1, under the provisions of 1.7.4B.
8.	An interruption or a group of interruptions, resulting from a common cause, for amounts of less than one dollar.
C.	In case of an interruption for which a credit allowance is due, for switched interconnection service no credit shall be allowed for an interruption of less than 24 hours.
1.	The CLEC shall be credited for an interruption of 24 hours or more at the rate of 1/30 of the sum of either any applicable monthly rate, or the assumed minutes of use charge (whichever is applicable for the service involved), for the service interrupted in any one monthly billing period.

4. Issuance, Payment and Crediting of Customer Bills
4.3 Credit Allowance Conditions

4.3.1	**Service Interruptions**
D.	The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the sum of any applicable flat rated charges for the service interrupted in any one monthly billing period.
E.	Should the customer elect to use an alternative service provided by the Telephone Company during the period that a service is interrupted, the customer will be subject to the appropriate tariffed rates and charges for the alternative service used.
F.	In certain instances, the customer may be requested by the Telephone Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted.
1.	The credit allowance will be 1/1440 of the monthly rate for each period of 30 minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period

4. Issuance, Payment and Crediting of Customer Bills
4.4 Responsibility of the Customer

4.4.1	Revenue Accounting Office (RAO)
A.	The CLEC is responsible to obtain a valid RAO number with a centralized message data system host for that RAO for each of its NXXs in order to permit the exchange of usage data associated with alternate billing services (e.g., 3rd party billed) or carrier access billing under tandem switching arrangements.
1.	The RAO and data transfers must comply with industry standard exchange message format.

4.4.2	Establishing Service at Different Locations or Different Premises
A.	NRCs apply for establishing service following a fire, flood or other occurrence, at a different location on the same premises or at a different premises pending re-establishment of service at the original location. NRCs do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God under the following conditions.
1.	The service is of the same type as was provided prior to the fire, flood and other occurrence.
2.	The service is for the same customer and the service is at the same location on the same premises.
3.	The re-establishment of service begins within 60 days after Telephone Company service is available. The 60 day period may be extended for a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period.

Exhibit 4

Letter from Phil Macres to Thomas Getz

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October 11, 2001

VIA OVERNIGHT DELIVERY AND E-MAIL

Thomas B. Getz
Executive Director and Secretary
New Hampshire Public Utilities Commission
8 Old Suncook Road
Concord, NH 03301

Re: Docket No. DT 01-151, Review of Verizon New Hampshire's 271 Application

Dear Mr. Getz:

Enclosed for filing in DT 01-151 is a copy of the Complaint and Petition for Declaratory Ruling and Expedited Relief of BayRing Communications Regarding the Unjust, Unreasonable and Discriminatory Practices of Verizon Maine, that Freedom Ring Communications, L.L.C. d/b/a BayRing Communications ("BayRing") filed with the Maine Public Utilities Commission. BayRing submits a copy of this Complaint in DT 01-151 to keep parties in this proceeding abreast of the ongoing events associated with the issues raised in paragraphs 26 through 28 of BayRing's Declaration, as filed on October 1, 2001 in this proceeding, which have yet to be resolved.

An original and eight (8) copies of this filing are enclosed. In addition, a diskette that contains an electronic copy of this filing in WORD is enclosed. Please date-stamp the enclosed extra copy of this filing and return it in the attached self-addressed, postage prepaid envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact Philip Macres at (202) 424-7770.

Respectfully submitted,

Eric J. Branfman
Philip J. Macres

Enclosures

cc: DT 01-151 Service List

Exhibit 5

Selected Sections of Verizon Tariff Ma. D.T.E. No. 17

17. Unbundled Dark Fiber
17.1 General

17.1.1 Description	
A.	Dark fiber provides a TC with a continuous fiber optic strand within an existing, in-place Telephone Company fiber optic cable sheath solely for use in the provision of telecommunications services.
1.	A strand is not considered continuous if splicing is required to provide fiber continuity between locations. If a fiber strand can be made continuous by joining fibers at existing splice points within the same sheath, the Telephone Company will perform such splicing at the TC's request on a time and materials basis.
2.	A minimum quantity of two fiber strands is required.
B.	Dark fiber is only available where in-place, spare facilities exist. The Telephone Company will not construct new or additional facilities and will not introduce additional splice points to accommodate dark fiber requests.
C.	Dark fiber is provided subject to the availability of facilities on a first-come, first-served basis. Reservations for dark fiber are not accepted.
D.	Unbundled dark fiber may be accessed at existing hard termination points (e.g., fiber distribution frames, industry standard mechanical fiber connectors), at existing splice points (per DTE Phase 4N Order) or, for collocation arrangements, at the fiber tie augment on the POT bay.
E.	Written requests for dark fiber must designate the two locations between which dark fiber is desired and the quantity of fiber pairs requested. Each request must specify two locations only. Additional locations will require additional requests.
F.	The Telephone Company's Telecom Industry Services Operations Center (TISOC) will be the single point of contact for all unbundled dark fiber requests.

17.1.2 Cable Records Review	
A.	Prior to ordering dark fiber, a TC must have the Telephone Company conduct a review of its existing cable records to determine whether spare dark fiber is available.
1.	**If Spare Fiber Exists**—The Telephone Company will notify the TC and provide the estimated mileage and number of intermediate offices, if applicable. The Telephone Company will also provide an estimate of the applicable rates and charges when the records indicate spare dark fiber may be available. The Telephone Company makes no guarantee as to the length of time the fiber will remain spare. If such fiber does not remain spare and the Telephone Company had provided notification of its availability within the last sixty days to the TC, the Telephone Company will notify the TC that it is no longer available (per DTE Phase 4N Order).

17. Unbundled Dark Fiber
17.1 General

17.1.2 Cable Records Review	
A.	(Continued)
2.	**If no Spare Unreserved Fiber Exists**—The Telephone Company will inform the TC as soon as practical. The TC may request documentation supporting that this is the case. The Telephone Company will provide such documentation which may include, at the Telephone Company's sole option, copies of its records or information extracted from its records, omitting all proprietary or confidential information. The Telephone Company will provide such documentation within thirty business days of the TC's request for documentation, except in cases of voluminous requests or large, complex projects (per DTE MA 4N Order).

17.1.3 Fiber Layout Map	
A.	At the option of the TC, the TC may request a fiber layout map for a wire center for preliminary design purposes only. The map will show the routes within the wire center where there are existing Telephone Company fiber cable sheaths.
1.	Fiber layout maps are based upon the Telephone Company's existing records and are provided subject to a proprietary agreement (per DTE MA 4N Order). Said agreement shall limit disclosure to personnel of the TC that have a need for fiber layout information solely for the purpose of designing the TC network within the servicing wire center.
2.	A TC's written request for a fiber layout map for a wire center shall be sent to the service delivery engineer in the TISOC. The Telephone Company will charge the TC requesting the map on a time and materials basis for all work performed by the Telephone Company in connection with creating the map. Within 15 business days of receipt of the TC's written request, and before undertaking any work to create the map, the Telephone Company will provide the TC with a written estimate of the time and cost associated with creating the map. The Telephone Company will proceed with the work to create the map only upon receipt of the TC's written authorization and full payment of the estimated charges. Upon completion of the work to create a map, the Telephone Company will provide the TC with a final statement of the total costs incurred to perform the work and either issue a bill or provide a credit for the difference between the estimated and actual costs.
3.	If another TC submits a written request for a fiber layout map for the same wire center, the Telephone Company will provide the map to the other TC subject to the same non-disclosure agreement. The Telephone Company will charge the TC requesting the map on a time and materials basis for all work performed by the Telephone Company to reproduce and update the map. Before undertaking any work to reproduce and update the map, the Telephone Company will provide the TC with a written estimate of the time and cost associated with providing the map. The Telephone Company will proceed with the work to reproduce and update the map only upon receipt of the TC's written authorization and full payment.

17. Unbundled Dark Fiber
17.1 General

17.1.4	Field Survey
A.	At the option of the TC, the TC may request a field survey in order to verify the availability of dark fiber pairs and that such pairs are not defective or have not been used by Telephone Company personnel for prior emergency restoration activity. Fiber pairs will be tested by placing a light source on the individual fibers and measuring the end-to-end loss utilizing industry standard fiber optic test equipment. Results will be documented and provided to the TC.

17.1.5	Testing
A.	At the option of the TC, the TC may request testing of dark fiber in lieu of a field survey or as follow up to a field survey. If the TC subsequently determines the unbundled dark fiber provided by the Telephone Company is not suitable, the TC must submit a request to disconnect the unbundled dark fiber.

17. Unbundled Dark Fiber
17.2 Responsibility of the Telephone Company

17.2.1	Description
A.	The Telephone Company does not guarantee or make any warranty with respect to the accuracy or completeness of its cable records.
B.	Telephone Company technicians will perform all installation and cross-connect work at the splice point, including interconnection, using current splicing methods, to a fiber optic cable provided, installed and maintained by a TC.
C.	Dark fiber, where available, conformed to those Telephone Company standard transmission characteristics in place at the time the fiber was installed. The Telephone Company will not re-terminate or re-splice fibers in order to improve transmission characteristics.
D.	The Telephone Company does not guarantee the transmission characteristics of dark fiber will remain constant over time.
E.	Where dark fiber terminates at a fiber distribution frame, the Telephone Company will place a jumper cable connecting the pair on the Telephone Company's fiber distribution frame to the TC's demarcation point.
F.	Where dark fiber terminates at a collocation arrangement, the Telephone Company will place a jumper cable connecting the pair on the Telephone Company's fiber distribution frame to the TC's fiber tie augment on the POT bay.
G.	The Telephone Company will provide intermediate cross-connections between fiber distribution frames in intermediate wire center(s).
H.	The Telephone Company reserves the right to petition for relief from its obligation to provide dark fiber if it believes that a TC request would strand an unreasonable amount of fiber capacity or would result in service disruption or degradation of service to other customers.
I.	In the event the Telephone Company must perform emergency cable restoration to its own facilities, all efforts will be made to restore the TC's leased unbundled dark fiber pairs in the same manner as other fibers in the same cable sheath using Telephone Company standard restoration procedures.

17. Unbundled Dark Fiber
17.3 Responsibility of the TC

17.3.1	Description
A.	The TC assumes all risks of ordering dark fiber based solely on the Telephone Company's cable records review including, but not limited to, service order charges and/or cancellation charges if it is subsequently determined that dark fiber is not available.
B.	The TC is responsible for determining whether the transmission characteristics of the dark fiber provided by the Telephone Company will accommodate its requirements.
C.	The TC is responsible for obtaining all rights of way, conduit, duct and pole space required for the CLEC-provided cable.
D.	The TC is responsible for obtaining any governmental or private property permit, easement or other authorization or approval required for access to dark fiber, such as to open manhole covers.
E.	Establishment of applicable fiber optic transmission equipment or intermediate repeaters needed to power unbundled dark fiber in order to transmit information is the responsibility of the TC.
F.	The TC assumes all risks associated with the unforeseen introduction of future splices on dark fiber.
G.	The TC is responsible for establishing a fiber patch panel which will serve as the demarcation point when dark fiber terminates in a location other than a Telephone Company wire center.
H.	The TC is responsible for augmenting its collocation arrangement with the proper cross connects before it submits an order for unbundled dark fiber.
I.	The TC accepts the environmental risks inherent in outside plant construction.
J.	Upon notification by the Telephone Company, the TC must also agree to cooperate with the Telephone Company for normal cable maintenance activity (e.g., cable rearrangements, etc.

17. Unbundled Dark Fiber
17.4 Regulations

17.4.1 Reserving Fiber Pairs	
A.	The Telephone Company will only reserve fiber pairs for known future growth. However, where the Telephone Company has received a specific order for fiber-related service from a given customer, the fiber will be reserved for that customer.

17.4.2 Maintenance Spares	
A.	In order to maintain network survivability and reliability of the Telephone Company network, the Telephone Company reserves the right to designate up to five percent of fibers in a sheath with a minimum of two fibers in cables with twelve to twenty-four fibers and no more than twelve fibers in larger fiber cables as maintenance spares. These maintenance spares are not available for dark fiber.
1.	If the Telephone Company denies a request for dark fiber and has reserved fibers in excess of these amounts for its own business needs, the Telephone Company shall inform the TC of its doing so, and the reasons therefore. The dispute resolution procedures set forth in this tariff will govern any ensuing disagreement between the TC and the Telephone Company.

17.4.3 Billing of Rates and Charges	
A.	The Telephone Company will commence billing applicable NRCs and monthly rates for unbundled dark fiber upon completion of the service order on the requested due date.

17.4.4 Request for Service Date Change	
A.	The TC may submit to the TISOC a written supplement to the original ASR requesting a change of service date for the unbundled dark fiber request, but the new service date may not exceed the original service date by more than thirty calendar days. The TC will be billed a service date change charge (NRC) to delay the start of service.
1.	If the TC's requested service date is more than thirty calendar days after the original service date, or if the TC is unable to accept the unbundled dark fiber within thirty calendar days of the original service date, the TC's order for unbundled dark fiber will be cancelled by the TISOC representative on the thirty-first day and cancellation charges will apply. In addition, the pairs requested on the cancelled order(s) will not be reserved for the TC and will be returned to available inventory.

17. Unbundled Dark Fiber
17.5 Application of Rates and Charges

17.5.1 NRCs	
A.	**Cable Records Review**—The TC will be billed an NRC for cable documentation per request, to reimburse the Telephone Company for the costs incurred in providing the TC with the documentation described in Section 17.1.2.
B.	The Service Order Charge NRC applies (refer to Part A, Section 3.3).
C.	The following NRCs apply as appropriate (refer to Part A, Section 3.3).
1.	Dispatch-Out of Hours
2.	Customer Not Ready-In
3.	Customer Not Ready-Out
4.	Customer Misdirect-In
5.	Customer Misdirect-Out
6.	Modification charges
7.	**Cable Documentation**—Applies per request.
8.	Cancellation Charge

17.5.2 Monthly Rates	
A.	Monthly rates associated with fiber pairs apply on a fixed and per tenth mile basis (per DTE Phase 4N Order). The fixed rate applies per fiber pair, per wire center. The per one-tenth mile rate applies per fiber pair with mileage calculated utilizing the V&H coordinates method between the two locations.
1.	Mileage will be measured in units of one-tenth of a mile. Any fractional unit will be rounded up to the next higher unit before applying rates.
B.	When applicable, an intermediate cross-connection rate applies on a monthly basis.

17.5.3 Time and Materials	
A.	Time and Materials rates and charges apply as follows.
1.	When a TC requests a new fiber layout map or an update to or copy of an existing fiber layout map (per DTE Phase 4N Order).
2.	When a TC requests a cable records review.
3.	When a TC requests a field survey.
4.	When a TC requests testing.
5.	When a TC requests cable documentation supporting the Telephone Company's determination that no dark fiber is available (per DTE Phase 4N Order).
6.	When the Telephone Company performs a splice or related work.

17. Unbundled Dark Fiber
17.5 Application of Rates and Charges

17.5.3 Time and Materials	
B.	**Testing**—Time and materials charges will apply if the TC requests the Telephone Company to retest the fibers subsequent to the field survey. In cases where a field survey is declined by the TC, initial or subsequent testing of the fiber to determine actual transmission requirements will be performed at the TC's request on a time and materials basis.

17.5.4 Collocation Charges	
A.	Collocation SAC or IAC charges, as appropriate, will also apply (refer to Part E).

Exhibit 6

Article from Foster Sunday Citizen

Foster's Sunday Citizen
Serving from the Seacoast to the Lakes and Beyond

Sunday, November 11, 2001 E-mail This Article

Verizon unfair, say Internet service providers

By ROBERT EMRO

Staff Writer

Ma Bell may be dead, but her New Hampshire offspring still uses its monopolistic power to squeeze competitors, according to state telecom companies.

State Internet service providers and competitive local exchange carriers are contesting Verizon's bid to provide long distance telephone service to New Hampshire, claiming the baby Bell has used its control of local infrastructure to hurt them and their customers.

"Verizon has absolutely been an impediment to competition in New Hampshire," said Ben Thayer, president of BayRing Communications in Portsmouth.

Verizon is also seeking to offer long distance service in Maine, where ISPs and competitors have also filed complaints with the state alleging anticompetitive practices, according to Phil Lindley, spokesman for the Public Utilities Commission.

Verizon was born in July 2000 with the merger of Bell Atlantic and GTE. The Telecommunication Act of 1996 requires Verizon and other baby Bells to provide "non-discriminatory access" to their infrastructure before they can enter the lucrative long distance market. Long distance calls made from New Hampshire generated $713 million in 1999, according Federal Communications Commission statistics.

Section 271 of the Act provides a 14-point checklist Verizon must satisfy to prove it has opened up its wires and switches. "We just want to make sure those 14 points are covered and somebody monitors them," said NHISP Association president Carol Miller, speaking from Berlin. "Yes they want to offer long distance, yet they are stifling

School Lunches
Submit Forms
Subscribe
Engagement
Wedding
Services
Classified
Lotteries
Local Links
Biz Guide
Search
Site Info
Site Index
About Us
Feedback

competition in our state."

The Internet providers' association has petitioned the PUC to submit comments on Verizon's application. As customers of Verizon's competitors, ISPs suffer from the company's anticompetitive practices, said Miller.

Verizon claims it has met all the conditions of the act, pointing out that more than 120,000 local telephone lines in New Hampshire are being serviced by its competitors.

"We make sure all our ducks are in a row before we file a petition," said Verizon's New Hampshire spokesman Erle Pierce, speaking from his office in Concord. "We've spent hundreds of millions of dollars opening up our network across the country."

But companies like BayRing, which has laid some of its own networks, but also buys local telephone service from Verizon at wholesale prices, disagree.

"The reality is they continue to provide really poor service and it's a detriment to competition in New Hampshire as well as to the consumers," said Thayer. "At the end of the day, it's the end users that are without service and it's really too bad."

Thayer detailed a recent problem BayRing had with Verizon when BayRing took over service for a Seacoast medical facility with more than 700 phone numbers. Verizon did not make necessary changes to its equipment in time for the changeover. As a result, the facility was without telephone service for more than 12 hours. "People could be dying," said Thayer.

In Verizon's defense, Pierce said it is a big company that handles a high volume of business. "Once in a while we miss something," he said. "Never is it intentional."

But Thayer feels otherwise. "Their poor performance is so consistent and so pervasive that it's hard to believe it hasn't been designed to deter competition," he said.

Pierce said the long delays that customers of Verizon's competitors occasionally experience are sometimes the competitor's fault, because it has not filled out the proper paperwork, or filled it out incorrectly.

Verizon has already been approved to offer long distance service in Massachusetts, New York, Pennsylvania and Connecticut.

"If we can prove we've done it there, we ought to be able to do it in New Hampshire," said Pierce.

A survey by the New Networks Institute, created in 1992 "to investigate, on a totally independent impartial basis, how the

break-up of AT&T and the creation of Baby Bells had impacted subscribers," found that no ISPs or competitive local exchange carriers in Massachusetts thought Verizon's service was "great." Twelve percent rated service as "OK," 60 percent rated service as not OK, with "lots of problems that do not get resolved quickly or easily," and 28 percent chose "service is terrible — continuous problems and they cost our company money and time."

Another condition of approval is that Verizon implement a performance assessment program to ensure that it is not being discriminatory in providing access to its facilities and services. Verizon has proposed the same program it is using in New York, but the NHPUC is pushing for a program of its own design, one it feels better meets the needs of a small, rural state.

Barclay Jackson of the NHPUC, which recommends whether or not the FCC should grant Verizon permission to sell long distance service in the state, stressed that New Hampshire is not New York.

"The PUC very strongly wants competition in New Hampshire and we are working really hard to ensure that we get competition," said Jackson. "Doing that doesn't necessarily mean saying to Verizon, 'We'll do it your way.'"

The NHPUC has tentatively scheduled public hearings on Verizon's Section 271 application for several days in early December, starting Dec. 3 at 9 a.m. in its Concord offices. More information will be available at www.puc.state.nh.us

Hearings in Maine are scheduled for Jan. 9.

Robert Emro can be reached at remro@fosters.com or 742-4455 ext. 5395.

Exhibit 7

Excerpt of Comments of Verizon in FCC CC Docket 99-68

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C.

In the Matter of	)	
	)	
Implementation of the Local Competition Provisions in the Telecommunications Act of 1996	)	CC Docket No. 96-98
	)	
Inter-Carrier Compensation for ISP-Bound Traffic	)	CC Docket No. 99-68
	)	

COMMENTS OF VERIZON COMMUNICATIONS

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July 21, 2000

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Internet claim that the loss of such compensation will lead ISPs to impose per minute charges. This is nonsense.

First, when Verizon serves ISPs, it charges for service according to its intrastate tariffs customers from those customers. The services that ISPs use are typically bought on a flat-rate, not a usage sensitive, basis. These arrangements have not driven these ISPs to impose per minute Internet access charges, and there is absolutely no reason to believe that CLECs' ISP customers would impose such charges either.

Second, the costs a CLEC incurs to serve an ISP are for dedicated equipment and a dedicated line to the ISP. These costs are not usage sensitive and are most logically recovered from the ISP on a flat-rate basis. And CLECs can charge for these services to the same extent that Verizon and other incumbents can. There would be no reason (other than CLEC greed) for these costs to be recovered through per-minute charges which might translate into per-minute ISP charges for Internet access.

C. CLECs don't need reciprocal compensation to permit them to recover their costs.

The proponents of compensation argue that at least some competing carriers incur legitimate costs in order to deliver Internet traffic that they need to recover. Even where real costs in fact exist, there is no reason why these carriers cannot recover them exactly as Verizon does — from its own retail customers. In addition, the cost of delivering ISP calls is far less than the cost of delivering ordinary voice calls, and the voice call termination rate, therefore, should not be used as a surrogate for such costs.

1. These CLECs should recover them from their own customers.

There is no reason to believe that costs must go unrecovered in the absence of reciprocal compensation or similar payments. The proponents of compensation ignore the fact that these

carriers already can recover their costs in exactly the same way and to exactly the same extent as the incumbents — through the business line or other rates they charge to ISPs. In fact, this is exactly what the CLECs do in areas where they have negotiated bill-and-keep arrangements with the incumbents.[54]

2. CLECs are deploying even cheaper arrangements to serve their ISP customers.

As shown below, because of the nature of traffic to the Internet, a CLEC's cost to deliver Internet calls is only 26 percent of Verizon's cost to deliver a local call, even assuming the CLEC uses the same equipment and serving arrangements.[55] However, CLECs have developed other arrangements that further reduce their costs. For example:

Telco hotels. These are locations where multiple ISPs can collocate their equipment with CLEC hosts,[56] driving virtually to zero the cost of terminating Internet-bound traffic. Even without formal "hotels" CLECs are collocating with ISPs to make termination almost costless.

NaviPath. NaviPath offers "revolutionary switch bypass technology" that promises to "deliver[] all modem calls directly to NaviPath's access switches and completely bypasses Local Exchange Carriers' switches." This switch receives ISP calls directly from the incumbent carrier's network, bypassing the CLEC voice switch entirely (presuming it even has one). It converts the call to IP packets and sends them to NaviPath's wide area network, which directs Web traffic

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[54] *Petition by Pac-West Telecomm, Inc. for Arbitration of an Interconnection Agreement with Roseville Telephone Company*, Testimony of Greg R. Gierczak, Roseville Telephone Co., Proceeding No. A. 00-05-021 (Cal. P.U.C. filed May 12, 2000).

[55] Declaration of William Taylor ¶ 34, dated July 20, 2000.

[56] Alan J. Wax, *Plans for 'Telco Hotel'/Phone and Internet Firms Would Rent in Garden City*, Newsday, June 9, 2000, at A65.

straight to an Internet backbone, while sending e-mail and requests for local content to the local ISP.[57]

Softswitches. Manufacturers including Lucent, Cisco, Hewlett-Packard, Sun Microsystems and Telcordia are supporting open, software-based switches that are specially designed to interconnect circuit-switched and IP networks and that are much less costly than traditional telephone company switches. A central component of the softswitch is a media gateway which is little more than an improvement on an ISP's traditional modem bank. Instead of looking like CPE, the modem bank is made to look like a piece of carrier equipment — a switch. As an article in this month's *Telecommunications* notes, use of this equipment "puts the CLECs in an advantageous position regarding rules governing intercarrier settlement, and also gives them a way to provide PRI lines to ISP customers more economically. . . ."[58]

These new switches are cheaper because they do not have to provide all the features that have to be included in equipment that is designed to provide regular local telephone service. As the *Telecommunications* article points out, the typical end office switch can support up to 3500 features or services, while "only about a dozen or so are meaningful" for the CLEC.[59]

Virtual POP/managed port services. These are arrangements, such as those described in the attached Lucent white paper, in which the CLEC provides network resources to the ISP at the ISP's premises and which "offer[] major cost benefits to the CLEC" — one application reducing the CLEC's cost of terminating to less than one-third the cost of traditional PRIs via a Class 5

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[57] See NaviPath (visited July 21, 2000) <http://www.navipath.com/technology/index.php3>.

[58] *Next-Gen Giving Voice Switches a Makeover*, Telecommunications, July 2000, at 37.

[59] *Id.*

voice switch.[60] As the white paper also notes, "Reciprocal compensation revenues can make offering virtual POP services even more attractive for CLECs, adding a significant revenue source to the CLEC's 'managed port service' revenues."[61]

3. The cost of terminating calls to ISPs is less than the cost to terminate ordinary local calls.

Some of the proponents of reciprocal compensation claim that the costs to terminate a local exchange call and the costs to deliver a call to an ISP are the same. This is not correct. As the accompanying declaration of William Taylor demonstrates, using the methodology approved by the Commission, the cost to deliver a call to an ISP is a fraction of the cost of terminating an ordinary local exchange telephone call even if the CLEC has the same type of network as Verizon, which it generally does not.

Any claim that the costs to terminate a local voice call and the costs to deliver a call to an ISP are the same is based upon the assumption that the two types of traffic use the telephone network in the same way. As discussed above, many CLECs use different, less expensive equipment, rather than costly circuit switches, to deliver calls to the Internet. Even if equipment like that in Verizon's network is used, Internet-bound calls differ from ordinary local calls in significant ways that make delivering them much less costly.

First, Internet calls are much longer than ordinary voice calls, according to independent estimations, by a factor of eight to twelve. This spreads the cost of setting up the call over more minutes, thereby lowering the per minute cost. Second, there is no dedicated path through the

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[60] Lucent Technologies, *The CLEC Business Opportunity in Managed Port Services* at 18 (January 2000) <http://www.lucent.com/ins/library/pdf/white_papers/clecbowp.pdf>.

[61] *Id.* at 11.

switch for every customer voice line, because of the relatively short duration of voice calls.[62] ISPs typically use ISDN Primary Rate Interface (PRI) ports, which have no concentration — there is a path through the switch for every line. Third, Verizon's cost to terminate a local call often involves tandem switching, a cost that CLECs do not have.

As the Taylor declaration shows, these network differences significantly affect cost. First, the longer a call is connected through the network, the lower the cost per minute because the cost to set up the call is spread over more minutes of use. Second, in a PRI unit where each line has a dedicated network path, the network paths are fixed and not traffic sensitive. Such fixed costs should be excluded from the cost recovered through usage-based intercarrier compensation. The cost of the higher grade of service provided by this dedicated network path should be borne by the CLEC's ISP customer, not by Verizon or its end user customers. This is consistent with the Commission's approach to reciprocal compensation:

> We find that, once a call has been delivered to the incumbent LEC end office serving the called party, the 'additional cost' to the LEC of terminating a call that originates on a competing carrier's network primarily consists of the traffic-sensitive component of local switching. The network elements involved with the termination of traffic include the end-office switch and local loop. The costs of local loops and line ports associated with local switches do not vary in proportion to the number of calls terminated over these facilities. We conclude that such non-traffic sensitive costs should not be considered 'additional costs' when a LEC terminates a call that originated on the network of a competing carrier.[63]

The Verizon study described in the Taylor declaration starts with Verizon's approved transport and terminations rates in six states and first adjusts them based on an average Internet call of 28 minutes, an estimate which is, if anything, on the low side. This reduces the rate by more than 28 percent. The second adjustment is to remove the Line CCS costs, which produces a

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[62] Typically, there is one path through the switch for every six end user lines.

[63] *Local Competition Order* ¶ 1057 (footnote omitted).

reduction of an additional 46 percent in the six states. When these two simple adjustments are made, it is clear that even where the CLEC is using the same equipment and has the same network architecture as Verizon, its cost to route a call to an ISP is significantly less than Verizon's cost to terminate a voice call.

4. Even CLECs recognize that their costs to deliver this traffic are lower.

In recent months, Verizon has negotiated interconnection agreements with some CLECs that recognize that they have much lower costs to terminate calls to the Internet. While Verizon believes that the compensation rates in these contracts are still significantly higher than the CLECs' real costs, they do demonstrate that regular reciprocal compensation rates are excessive.

Verizon has such agreements in one or more states with a number of CLECs. While each agreement is a little bit different, they generally have some common threads. First, the compensation rates are reciprocal for traffic delivered to the CLEC and delivered to a Verizon end office. Second, these rates are lower than those for reciprocal compensation in other agreements. Third, Verizon pays a lower rate when there is a significant traffic imbalance.

These new agreements do not solve the problem. These rates more than cover the costs that these CLECs incur to route this traffic to the ISPs. And the rapidly growing volume of Internet traffic reinforces the economic incentives that distort the market even at the lower compensation rates.

Exhibit 8

Selected Responses by Verizon to Data Requests

Verizon New England Inc.

State of New Hampshire

Docket # DT 01-151

Respondent: Tom Maguire
Title: Vice President - Network Services Group

REQUEST: Conversent Communications of New Hampshire, LLC's Set #1

DATED: August 30, 2001

ITEM: CON 1-12 The following questions are in reference to the attached letter appearing on the Verizon.com website: "DS1 and DS3 Unbundled Network Elements Policy", July 24, 2001 (downloaded from http://www22.verizon.com/wholesale/frames/generic_frame_east/0,2656,industry_letters,00.html, on August 1, 2001).

a. Please provide a copy of the letter.
b. The letter states (para. 2) that "Conversely, Verizon is not obligated to construct new Unbundled Network Elements where such network facilities have not already been deployed for Verizon's use in providing service to its wholesale and retail customers." Please provide a legal citation to every statute or ruling which Verizon believes supports that statement.
c. "Moreover, although Verizon has no legal obligation to add DS1/DS3 electronics to available wire or fiber facilities to fill a CLEC order for an unbundled DS1/DS3 network element..." Please provide a legal citation to every statute or ruling which Verizon believes supports that statement.
d. Does Verizon-New Hampshire believe that the statements referenced in parts a. and b. above apply to its operations in New Hampshire? If the answer is anything but an unqualified yes, explain in detail how its legal obligations in New Hampshire differ from those holding in other states, relative to each of these statements.
e. Has Verizon or Verizon-New Hampshire ever issued a statement concerning its policies concerning the construction

of new DS1 and/or DS3 facilities relative to its provision of retail services, including but not necessarily limited to Flexpath T-1 exchange access lines/trunks? If the answer is yes, please provide a copy of that statement. If the answer is no, please describe in detail the policy that Verizon-New Hampshire applies to orders for retail Flexpath T-1 exchange access lines/trunks when facilities are not initially available to fulfill the order.

REPLY:

a. Please see the letter attached.

b. The FCC's definition of the local loop network element supports the position that ILECs are not required to construct new Unbundled Network Elements where such network facilities have not already been deployed for Verizon's use in providing service to its wholesale and retail customers nor to add DS1/DS3 electronics to available wire or fiber facilities to fill a CLEC order for an unbundled DS1/DS3 network element. Under 47 C.F.R. § 51.319(a), ILECs must provide requesting carriers access to the local loop and subloop. Subsection 51.319(a)(1) of the FCC's regulation provides that

> [t]he local loop network element is defined as "a transmission facility between a distribution frame . . . and the loop demarcation point at an end-user customer premises, including inside wire owned by the incumbent LEC. The local loop network element includes all features, functions and capabilities of such transmission facility. Those features, functions and capabilities include, but are not limited to, dark fiber, attached electronics (except those electronics used for the provision of advanced services, such as [DSLAMs]), and line conditioning. (emphasis added)

As this provision indicates, the "features, functions and capabilities" that a CLEC may avail itself of include attached electronics, meaning electronics already connected to the wire or fiber, in contrast to unattached electronics. The fact that Verizon NH must condition wire facilities, including conditioning them so that they can pass signals at a DS1 rate, similarly does not mean Verizon NH must add or attach electronics to a copper or fiber facility. Under Subsection

51.319(a)(3)(i) of the FCC's regulations,

> Line conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders. (emphasis added)

Nothing in this definition, or in the FCC's related discussion in the *UNE Remand Order,* suggests that an ILEC must, as part of its line conditioning obligations, add or attach electronics to a copper or fiber facility.

More broadly, the 1996 Act only requires incumbent carriers to unbundle their existing network, not to construct network elements simply to make them available on an unbundled basis to competing carriers. As the Eighth Circuit explained, "subsection 251(c)(3) implicitly requires unbundled access only to an incumbent LEC's existing network - not to a yet unbuilt superior one." *Iowa Util. Bd. v. FCC,* 120 F.3d 753, 813 (8th Cir. 1997), appealed on other grounds, AT&T Corp. v. Iowa Utils. Bd., 119 S. Ct. 721, 737 (1999) .

c. Please see Verizon NH's response to part b above.
d. The statements referenced in parts a. and b. as well as c. above apply to Verizon's operations in New Hampshire.
e. Verizon NE is not aware of any written statement(s) issued to retail customers concerning its construction policies. If facilities are not available to fill an order for Flexpath service, a due date is not provided. The account manager/negotiator works with outside plant or the central office planning people to get facilities.

ATTACHMENT
ITEM VAN 1-12
VZ 12

verizon

July 24, 2001

DS1 and DS3 Unbundled Network Elements Policy

A number of carriers have recently expressed concern that Verizon is changing its policies with respect to the construction of new DS1 and DS3 Unbundled Network Elements. This is not the case. To ensure that there is no misunderstanding on this point this letter restates Verizon's policies and practices with respect to the provisioning of unbundled DS1 and DS3 network elements.

In compliance with its obligations under applicable law, Verizon will provide unbundled DS1 and DS3 facilities (loops or IOF) to requesting CLECs where existing facilities are currently available. Conversely, Verizon is not obligated to construct new Unbundled Network Elements where such network facilities have not already been deployed for Verizon's use in providing service to its wholesale and retail customers. This policy, which is entirely consistent with Verizon's obligations under applicable law, is clearly stated in Verizon's relevant state tariffs and the CLEC Handbook, and is reflected in the language of Verizon's various interconnection agreements.

This does not mean that CLECs have no other options for obtaining requested facilities from Verizon.

In areas where Verizon has construction underway to meet anticipated future demand, Verizon's field engineers will provide a due date on CLEC orders for unbundled DS1 and DS3 network elements based on the estimated completion date of that pending job, even though no facilities are immediately available. Rigid adherence to existing policies could dictate that the field engineers reject these orders due to the lack of available facilities; but in an effort to provide a superior level of service, Verizon has chosen not to do so. In such cases, the result is that the order is filled, but the provisioning interval is longer than normal. At the same time, Verizon's wholesale customers should not confuse these discretionary efforts to provide a superior level of service with a perceived obligation to construct new facilities.

Moreover, although Verizon has no legal obligation to add DS1/DS3 electronics to available wire or fiber facilities to fill a CLEC order for an unbundled DS1/DS3 network element, Verizon's practice is to fill CLEC orders for unbundled DS1/DS3 network elements as long as the central office common equipment and equipment at end user's location necessary to create a DS1/DS3 facility can be accessed. However, Verizon will reject an order for an unbundled DS1/DS3 network element where (i) it does not have the common equipment in the central office, at the end user's location, or outside plant facility needed to provide a DS1/DS3 network element, or (ii) there is no available wire or fiber facility between the central office and the end user.

Specifically, when Verizon receives an order for an unbundled DS1/DS3 network element, Verizon's Engineering or facility assignment personnel will check to see if existing common equipment in the central office and at the end user's location has spare ports or slots. If there is capacity on this common equipment, operations personnel will perform the cross connection work between the common equipment and the wire or fiber facility running to the end user and install the appropriate DS1/DS3 cards in the existing multiplexers. They will also correct conditions on an existing copper facility that could impact transmission characteristics. Although they will place a doubler into an existing apparatus case, they will not attach new apparatus cases to copper plant in order to condition the line for DS1 service. At the end user's end of the wire or fiber facility, Verizon will terminate the DS1/DS3 loop in the appropriate Network Interface Device (Smart Jack or Digital Cross Connect (DSX) Panel).

In addition, if Verizon responds to a CLEC request for an unbundled DS1/DS3 network element with a Firm Order Completion date (FOC), indicating that Verizon has spare facilities to complete the service request,

and if Verizon subsequently finds that the proposed spare facilities are defective, Verizon will perform the work necessary to clear the defect. In the event that the defect cannot be corrected, resulting in no spare facilities, or if Verizon has indicated that there are spare facilities and Verizon subsequently finds that there are no spare facilities, Verizon will not build new facilities to complete the service request.

Finally, wholesale customers of Verizon, like its retail customers, may request Verizon to provide DS1 and DS3 services pursuant to the applicable state or federal tariffs. While these tariffs also state that Verizon is not obligated to provide service where facilities are not available, Verizon generally will undertake to construct the facilities required to provide service at tariffed rates (including any applicable special construction rates) if the required work is consistent with Verizon's current design practices and construction program. Even in these cases, of course, Verizon must retain the right to manage its construction program on a dynamic basis as necessary to meet both its service obligations and its obligation to manage the business in a fiscally prudent manner.

In summary, although Verizon's policies regarding the construction of new DS1 and DS3 Unbundled Network Elements remain unchanged, Verizon continues to strive to meet the requirements of its wholesale customers for unbundled DS1 and DS3 facilities in a manner that is consistent with the sound management of its business.

If you have any questions regarding Verizon's unbundled DS1/DS3 building practice, you may contact your Account Manager.

Verizon New England Inc.

State of New Hampshire

Docket # DT 01-151

Respondent: Warren Geller
Title: Director – Wholesale Billing and Assurance
Respondent: John Ries
Title: Collocation Product Manager

REQUEST: Joint CLECs, Set #1

DATED: August 30, 2001

ITEM: JC 1-132 In its OSS Declaration, Verizon states that it provides timely and accurate bills to its wholesale customers. If this is so, please explain in detail why Verizon back billed BayRing on September 13, 2000 for collocation services that were 731 days old? See JC-VZ-132 Attachment (Bill No. 603 K41-0100 381).

REPLY: As indicated in the Company's response to JC 1-131, as a result of extraordinary growth in collocation requests, delays in collocation billing were experienced from 1998 through 2000. In regards to the specific bill referenced by BayRing in this request, the construction of the collocation space was completed in March of 1998. Verizon NH rendered the initial bill on September 24, 1999. However, the rates generated in the initial bill were incorrectly taken by Verizon from the FCC Tariff. Verizon NH produced an updated bill on September 13, 2000, retroactive for two years back.

Verizon New England Inc.

State of New Hampshire

Docket # DT 01-151

Respondent: Warren Geller
Title: Director – Wholesale Billing and Assurance
Respondent: John Ries
Title: Collocation Product Manager

REQUEST: Joint CLECs, Set #1

DATED: August 30, 2001

ITEM: JC 1-133 In its OSS Declaration, Verizon states that it provides timely and accurate bills to its wholesale customers. If this is so, please explain in detail why Verizon back billed BayRing on July 13, 2001 for collocation services that ranged between March 1, 1999 to November 12, 2000? See JC-VZ-133 Attachment (Bill No. 603 K91-0014 378).

REPLY: As indicated in the Company's response to JC 1-131, as a result of extraordinary growth in collocation requests, delays in collocation billing were experienced from 1998 through 2000. In regards to the specific bill referenced by BayRing in this request, Verizon NH sought to render the initial bill on November 14, 2000, with an effective bill date of March 1, 1999. Internal routing of the bill was incorrect and was not detected until July of this year, resulting in the release of the bill to BayRing at that time.